



Amendment No. 1  
to  
Contract No. MA 2200 NA180000121  
for  
Environmental Laboratory Services for Microbiological Analyses  
between  
EMSL Analytical, Inc.  
and the  
City of Austin

- 1.0 Section 1.3.2 of the original contract MA 2200 NA180000121 is hereby amended to reflect the following change:  
The Contract may be extended beyond the initial term for up to three (3) additional twelve (12)-month periods at the City's sole option.
- 2.0 MBE/WBE goals were not established for this contract.
- 3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:  7/19/18  
Printed Name: Robert DeMalo, SVP Lab Services & Bus. Dev.  
Authorized Representative

Signature & Date:  7/23/2018  
Kim Larsen, CPPB  
Procurement Specialist II  
City of Austin  
Purchasing Office

EMSL Analytical, Inc.  
200 Route 130 North  
Cinnaminson, NJ, 08077

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
EMSL ANALYTICAL, INC. (“Contractor”)  
for  
Environmental Laboratory Services for Microbiological Analyses  
MA 2200 NA180000121**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between EMSL Analytical, Inc., having offices at 200 Route 130 North, Cinnaminson, NJ, 08077, and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 2200 KDS0117.

**1.1 This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City’s Solicitation, Invitation for Bids, IFB 2200 KDS0117, including all documents incorporated by reference

1.1.3 EMSL Analytical, Inc., Offer, dated 3/30/2018, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.**

1.3.1 The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months.

1.3.2 The Contract may be extended beyond the initial term for up to two (2) additional twelve (12)-month periods at the City’s sole option.

1.3.3 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.4 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.5 This is a twenty-four (24)-month Contract. Prices are firm for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions in IFB 2200 KDS0117, Section 0400 - Supplemental Terms and Conditions.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$17,398.00 for the initial Contract term and \$8,699.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

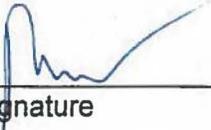
In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**EMSL Analytical, Inc.**

**CITY OF AUSTIN**

Daniel B. Kocher

Printed Name of Authorized Person



Signature

VP of Contract Services

Title:

05-03-2018

Date:

Kim Larsen

Printed Name of Authorized Person



Signature

Procurement Specialist II

Title:

6/1/2018

Date:



April 6, 2018

Kimberley Scannell Larsen  
City of Austin  
Municipal Building  
124 W 8th Street  
RM 308  
Austin, TX 78701

Re: IFB 2200 KDS0117 -- Environmental Laboratory Services for Microbiological Analyses

Dear Ms. Scannell Larsen,

On behalf of EMSL Analytical, please accept the following documents in response to Invitation to Bid "IFB 2200 KDS0117 -- Environmental Laboratory Services for Microbiological Analyses". EMSL Analytical, Inc. believes our prior experience with multiple federal government agencies, state government agencies, utilities, municipalities, local government agencies, and private enterprises allow us to both competitively and successfully accomplish your future project goals. EMSL Analytical, Inc. has specific experience with *Cryptosporidium/Giardia* testing and has key staff members who have direct experience on similar projects as outlined in the Invitation.

EMSL Analytical is an established analytical service laboratory with 30 years' experience in multiple disciplines of analysis. Most of the projects we work on are established on a per project basis with interaction between the project manager(s) on the client side and our EMSL project managers.

Per the bid documents, and to the best of our knowledge, EMSL Analytical, Inc. and its principles are not presently debarred, suspended, or proposed for debarment by any federal, state, local, or government entity. We certify that the attached information is accurate and guarantee any pricing that is included as part of this proposal. has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in Ordinance No. 20111110-052.

EMSL Analytical can provide far more detail and supporting documents if you need. We appreciate being included as a respondent for this RFP.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert DeMalo".

Robert DeMalo  
Sr. Vice President of Laboratory Services  
800-220-3675 x 2502  
[rdemalo@emsl.com](mailto:rdemalo@emsl.com)



**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**INVITATION FOR BID (IFB)**  
**OFFER SHEET**

<b>SOLICITATION NO:</b> IFB 2200 KDS0117	<b>COMMODITY/SERVICE DESCRIPTION:</b> Environmental Laboratory Services for Microbiological Analyses
<b>DATE ISSUED:</b> 3/26/2018	<b>PRE-BID CONFERENCE TIME AND DATE:</b> N/A
<b>REQUISITION NO.:</b> 18010800186	<b>BID DUE PRIOR TO:</b> April 10, 2018 – 2:00 PM
<b>COMMODITY CODE:</b> 96148	<b>BID OPENING TIME AND DATE:</b> April 10, 2018 – 3:00 PM
	<b>LOCATION:</b> MUNICIPAL BUILDING, 124 W 8 <sup>th</sup> STREET RM 308, AUSTIN, TEXAS 78701

**FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:**

Kimberley Scannell Larsen  
Procurement Specialist II  
Phone: (512) 974-2261  
E-Mail: [kimberley.scannell@austintexas.gov](mailto:kimberley.scannell@austintexas.gov)

**LIVE BID OPENING ONLINE:**

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed: Solicitation # IFB 2200 KDS0117	Purchasing Office-Response Enclosed: Solicitation # IFB 2200 KDS0117
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE:** Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**SUBMIT 1 SIGNED ORIGINAL HARD COPY and 1 ELECTRONIC COPY OF YOUR RESPONSE ON A FLASH DRIVE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SPECIFICATION	3
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: EMSL Analytical, Inc.

Company Address: 200 Route 130

City, State, Zip: Cinnaminson, NJ 08077

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: Daniel Kocher

Title: Vice President Of Contract Services

Signature of Officer or Authorized Representative: \_\_\_\_\_

Date: 3/30/2017

Email Address: contracts@emsl.com

Phone Number: 856-858-4800

**\* Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award**

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

<b>Name of Local Firm</b>	EMSL Analytical, Inc.	
<b>Physical Address</b>	200 Route 130, Cinnaminson, NJ 08077	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or	N/A	
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<input checked="" type="radio"/> No

**SUBCONTRACTOR(S):** N/A

<b>Name of Local Firm</b>		
<b>Physical Address</b>		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No
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**SUBCONTRACTOR(S):**

<b>Name of Local Firm</b>		
<b>Physical Address</b>		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**Section 0700: Reference Sheet**

Responding Company Name EMSL Analytical, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Town of Manchester  
Name and Title of Contact Mark Pantages, Laboratory Director of the Water & Sewer Department  
Project Name Cryptosporidium Monitoring RFP #15/16-25  
Present Address 41 Center Street  
City, State, Zip Code Manchester, CT 06045-0191  
Telephone Number (860 ) 647-3217 Fax Number ( 860 ) 647-3144  
Email Address mpantages@manchesterct.gov
  
2. Company's Name Santee Cooper Lake Moultrie WTP  
Name and Title of Contact Hope Saul  
Project Name LT2ESWTR Cryptosporidium Round 2 Analysis  
Present Address 1 Riverwood Drive  
City, State, Zip Code Moncks Corner, SC 29461  
Telephone Number (843 ) 761-8000 Fax Number ( 843 ) 761-4114  
Email Address hope.saul@santeecooper.com
  
3. Company's Name Corporation of Hagerstown  
Name and Title of Contact Michael Horst  
Project Name RFP P1591.15 - Source Water for Cryptosporidium  
Present Address 1 Clean Water Circle  
City, State, Zip Code Hagerstown MD 21740  
Telephone Number ( 301 ) 223-7424 Fax Number ( 301 ) 791-9289  
Email Address mhorst@hagerstownmd.org

including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 9<sup>th</sup> day of April, 2017

CONTRACTOR

Authorized Signature

Title



Daniel Kocher

VP of Contract Services

**City of Austin, Texas**

**Section 0800**

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**

**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment,

**Section 0835: Non-Resident Bidder Provisions**

Company Name EMSL Analytical, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non-resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: New Jersey

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

**Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 2200 KDS0117  
SOLICITATION TITLE: Environmental Laboratory Services- Microbiological Analyses

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

**Instructions:**

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
- b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

**NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

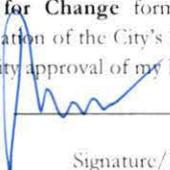
**Instructions:** Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

**YES, I DO intend to use Subcontractors /Sub-consultants.**

**Instructions:** Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	EMSL Analytical, Inc.		
City Vendor ID Code	EMS8308180		
Physical Address	200 Route 130		
City, State Zip	Cinnaminson, NJ 08077		
Phone Number	856-858-4800	Email Address	contracts@emsl.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES      Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

**Offeror Certification:** I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Daniel Kocher, VP of Contract Services            04-09-2019

Name and Title of Authorized Representative (Print or Type)      Signature/Date

**Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 2200 KDS0117  
SOLICITATION TITLE: Environmental Laboratory Services- Microbiological Analyses

**INSTRUCTIONS:** Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

**Instructions:** Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

**Instructions:** Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

**GOOD FAITH EFFORTS CHECK LIST –**

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation **CANNOT** be added or changed after submission of the bid.

- Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 2200 KDS0117

SOLICITATION TITLE: Environmental Laboratory Services- Microbiological Analyses

- Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
  
- Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
  
- Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 2200 KDS0117  
SOLICITATION TITLE: Environmental Laboratory Services- Microbiological Analyses

*(Offerors may duplicate this page to add additional Subcontractors as needed)*

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:	
Having reviewed this plan, I acknowledge that the Offeror <input type="checkbox"/> HAS or <input type="checkbox"/> HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.	
Reviewing Counselor	Date
I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and: <input type="checkbox"/> Concur <input type="checkbox"/> Do Not Concur with the Reviewing Counselor's recommendation.	
Director/Assistant Director or Designee	Date

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SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS  
INVITATION FOR BIDS: IFB 2200 KDS0117  
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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office, [kimberley.scannell@austintexas.gov](mailto:kimberley.scannell@austintexas.gov), at least seven (7) days prior to the due date.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will NOT be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

OR

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

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- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. **Professional Liability:** The Contractor shall provide coverage, at a minimum limit of \$500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.
  - i. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

4. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12)-month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

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- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **DELIVERY REQUIREMENTS:**

Location:	Days:
City of Austin Water Quality Laboratory	M – F, 7:30 AM – 4:00 PM
ATTN: Jonathan Davis (512) 972-1468	
14050 Summit Drive, Suite 121	
Austin, TX 78728	

- A. Delivery of reports shall be made within 21 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
7. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

Invoices shall be mailed by the 5<sup>th</sup> business days after completion of analysis (e-mailed invoices will not be accepted):

- Invoice shall include, but is not limited to, the following:
- Contractor's name, on a professionally pre-printed form
  - Contractor's invoice with sequential invoice numbering
  - Contractor's address and phone number
  - City's contract number/purchase order number
  - Date and location of each service
  - Each test shall be identified as routine or emergency
  - Itemized description of each test
  - Unit price for each test

	City of Austin
Department	Austin Water – Laboratory Services Division

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Attn:	Glenly Iffla (512) 972-1414 <a href="mailto:glenly.iffila@austintexas.gov">glenly.iffila@austintexas.gov</a>
Address	14050 Summit Drive, Suite 121
City, State Zip Code	Austin, TS 78728

- A. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**8. HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

**9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**10. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Austin Water Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the

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Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

**11. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

- i. The following definitions apply:

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- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
- (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

- (1) Utilize final Compilation data instead of Preliminary data
- (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics – PPI Industry Data	
Series ID: PCU5413	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Architectural, engineering and related services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL	

E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

12. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

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13. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge,

and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Lydia Rodriguez-Torres, CTCM, Contract Management Specialist III

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512-972-0329

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[Lydia.torres@austintexas.gov](mailto:Lydia.torres@austintexas.gov)

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\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

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INVITATION FOR BIDS: IFB 2200 KDS0117  
SECTION 0500: SCOPE OF WORK  
Environmental Laboratory Services  
for Microbiological Analyses**

**1.0 PURPOSE**

The City of Austin (City) seeks bids in response to this solicitation to establish a contract with a qualified Contractor who can provide environmental testing services for microbiological analyses of the source and/or finished waters from the City's drinking water treatment process. These services will be provided to monitor the City's drinking water treatment process and to comply with the Environmental Protection Agency (EPA) Long Term 2 Enhanced Surface Water Treatment Rule. The analyses will consist of testing for the presence and concentration of Giardia cysts and Cryptosporidium oocysts.

Any services that have been omitted from this specification which are clearly necessary or in conformance with these services, shall be considered a requirement although not directly specified or called for in this scope of work. Where there is conflict, these specifications will govern.

**2.0 APPLICABLE SPECIFICATIONS**

2.1 The Contractor shall comply with EPA, federal, state and local guidelines, laws and ordinances.

**3.0 CONTRACTOR REQUIREMENTS**

3.1 Each month, City staff will collect and submit up to three (3) water samples of source and/or finished water from its water treatment plants. The City reserves the right to increase or decrease the number of samples collected based on monitoring needs.

3.2 The Contractor shall be available to receive samples and perform testing 8:00 a.m. to 6:00 p.m. (local time), Monday through Friday, except City observed holidays.

3.3 The Contractor shall provide appropriate sample collection filters, shipping containers, packing materials and labels at least one (1) week prior to the scheduled sampling date. The Contractor shall provide with the first set of materials, 2 extra filters, shipping containers, packing materials and labels for emergency requests. Items are to be shipped to the Contact address listed in 3.21.

3.4 The Contractor shall provide written detailed instructions and/or training for proper sample collection according to EPA Method 1623 prior to commencement of City's use of the contract.

3.5 The Contractor shall analyze the samples using an EPA-approved version of EPA Method 1623 and run all method-required Quality Assurance/Quality Control (QA/QC), unless specifically directed otherwise by the Contact Person, in writing.

3.6 The Contractor shall assume all costs associated with shipping of sample containers and filters to the City's lab.

3.7 The Contractor shall assume all costs associated with aborting tests due to problems with sample transportation or sample analysis.

3.8 The City will assume all costs for shipping samples to the Contractor.

3.8 The Contractor shall be responsible for the custody and integrity of samples. The Contractor shall provide to the Contact Person chain-of-custody documents for samples collected.

3.9 The Contractor shall provide expedited services approximately two (2) times per year due to emergency requests from the City. The Contractor shall provide analytical results forty-eight (48) hours after receipt of the samples for an emergency request.

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- 3.10 The Contractor shall maintain and provide one (1) copy of sample analysis records within three (3) business days after request by Contact Person.
- 3.11 The Contractor shall maintain records a minimum of five (5) years after analysis and shall include, but is not limited to,
- Chain-of-custody
  - Log-in
  - Bench sheets
  - Draft reports
  - Final reports
  - Raw data
  - Quality control results
  - Any other related material
  - Applicable method Proficiency Testing (PT) sample analysis results and evaluations
- 3.12 The Contractor shall include quality control information on the sample analysis reports, the method detection limit, and the concentration of each characterization of Giardia and/or Cryptosporidium, including the total concentration detected.
- 3.13 Reports shall be postmarked or emailed within twenty-one (21) calendar days of the date the sample was received by the Contractor.
- 3.14 The Contractor shall obtain verbal permission from the Contact Person to proceed with additional sample processing and shall notify the City of any required additional charges due to additional testing.
- 3.15 The Contractor shall notify the Contact Person in writing and verbally within three (3) business day of receiving the PT evaluation report any unsuccessful results on a round of PT samples required to maintain EPA Laboratory approval for Cryptosporidium compliance testing under the Long term 2 Enhanced Surface Water Treatment Rule and National Environmental Laboratory Accreditation Program (NELAP)/TNI accreditation for the EPA 1623 method. The Contractor shall also inform the Contact Person if the Contractor fails to maintain EPA laboratory approval for compliance testing.
- 3.16 The Contractor shall notify the Contact Person in writing and verbally within ten (10) business days upon discovery of any problems encountered regarding any of the methods stated in these specifications.
- 3.17 The Contractor shall have a minimum five (5) years of experience in performing EPA Method 1623 using the methods under QA/QC.
- 3.18 The Contractor shall be an EPA and Texas Commission on Environmental Quality (TCEQ) approved laboratory qualified to perform protozoan compliance testing under the Long Term 2 Enhanced Surface Water Treatment Rule and shall maintain compliance during this contract term.
- 3.19 The Contractor shall not subcontract any test samples without prior written approval by the COA Contract Manager. If approved by the COA Contract Manager, the Contractor shall contact the Small and Minority Business Resource department 512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov) for instructions on how to add a subcontractor to the contract. (Reference Sections 0900 and 0905 of the solicitation).
- 3.20 The Contractor shall quote the cost per sample for routine analyses. In addition, the Contractor shall quote the cost per sample for additional sample processing which might be necessary to produce valid results and/or meet method QA/QC requirements.

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INVITATION FOR BIDS: IFB 2200 KDS0117  
SECTION 0500: SCOPE OF WORK  
Environmental Laboratory Services  
for Microbiological Analyses**

3.21 The City's Contact Person:

City of Austin Water Quality Laboratory (WQL)  
**ATTN: Jonathan Davis (512) 972-1468**  
[jonathan.davis@austintexas.gov](mailto:jonathan.davis@austintexas.gov)  
14050 Summit Drive, Suite 121  
Austin, Texas 78728

**CITY OF AUSTIN, TEXAS  
SECTION 0810  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

The term "**Offeror**", as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
  - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
  - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
  - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

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1. **VENDOR REGISTRATION:** All Vendors, Contractors, Subcontractors, Consultants, and Subconsultants desiring to sell to the City must be registered to do business with the City prior to submitting an Offer to a City solicitation. Prime Contractors/Consultants are responsible for ensuring that their Subcontractors/Subconsultants are registered. Registration can be done through the City's online vendor registration system. Log onto [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.
  
2. **EQUAL OPPORTUNITY:**
  - A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
  
  - B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.
  
3. **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM:** All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C, and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts. Goals for MBE/WBE participation are stated in each Solicitation and differ from contract to contract based on the type of contract, the availability of MBEs/WBEs to perform the functions of the contract, and other factors. Information on achieving the goals or documenting good faith efforts to achieve the goals are contained in the MBE/WBE Program Package contained in Section 0900 of the Solicitation. When goals are established, Offerors are required to complete and return the MBE/WBE Compliance Plan with their Offer. If no goals are established, Offerors are required to submit the No Goals Utilization Plan. If a Compliance Plan or No Goals Utilization Plan is not submitted prior to the date and time set forth in the Solicitation, the Offer will not be accepted for consideration.
  
4. **SOLICITATION:**
  - A. **Review of Documents:** Offerors are expected to examine all documents that make up the Solicitation. Offerors shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Offerors must use a complete Solicitation to prepare Offers. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
  
  - B. **Location of Documents:** Solicitations are issued by the Purchasing Office. The location and phone number for the Purchasing Office are specified in the advertisement and in the Solicitation.
  
5. **WRITTEN EXPLANATIONS OR CLARIFICATIONS:** Any material information given to one Offeror concerning a Solicitation will be furnished as an Addendum to all Offerors who have been issued a Solicitation. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations, clarifications or interpretations may be faxed to the City at (512) 974-2388. The fax must clearly identify the buyer's name and solicitation number.

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6. **PRE-BID / PROPOSAL / RESPONSE CONFERENCE:** If a Pre-Bid/Proposal/Response conference is mandatory, the time, place and mandatory nature of the conference will be specified on the cover page of the Solicitation. If a Pre-Bid/Proposal/Response Conference is mandatory and is not attended by an Offeror, their Offer will be rejected.
7. **PREPARATION OF OFFERS:**
- A. **Alternate Offers:** Alternate Offers will be rejected unless the Solicitation authorizes the submission of Alternates.
  - B. **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
  - C. **Bid / Proposal / Response Guaranty or Bond:** When required by the Solicitation, an Offer must be accompanied by a Bid/Proposal/Response Guaranty or a Bid / Proposal / Response Bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to the City.
  - D. **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Offeror may propose an "equal" product but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" remains with the City.
  - E. **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Offeror shall state its best delivery time.
  - F. **Exceptions:** Exceptions that are taken to any portion of the Solicitation may jeopardize acceptance of the Offer.
  - G. **Free on Board (FOB) Point:** The Offeror should quote its lowest and best price, with the goods delivered to the place specified, at the Offeror's expense and risk, and there tender delivery to the City.
  - H. **Payment:** Payment terms shall be net 30 days.
  - I. **Prices:** Offers shall be firm unless otherwise specified. Pricing shall be entered on the Bid/Quote Sheet (if applicable) in ink. Totals shall be entered in the "Total Price" column of the Bid/Quote Sheet. In the event of a discrepancy between unit price and extended price, the unit price shall govern.
  - J. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a Response to an RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.
  - K. **Proprietary Information:**
    - i. All material submitted to the City becomes public property and is subject to the Texas Public Information Act, Chapter 552, Texas Government Code, upon receipt.
    - ii. If an Offeror does not desire proprietary information in the Offer to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.
    - iii. Failure to identify proprietary information will result in all unmarked sections being deemed nonproprietary and available upon public request.

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- iv. For Bids submitted in response to an Invitation for Bids (IFB), the City will not consider any requests to keep the contents of a Bid Sheet Proprietary or Confidential.
- L. **Signature:** The Offeror must sign each document in the Solicitation requiring a signature. Any change made to the Offer must be initialed by the Offeror.
- M. **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Offers should not include exempted taxes. The successful Offeror should request a Tax Exemption Certificate from the Purchasing Office. Under no circumstances shall the City be liable to pay exempt taxes under any Contract.
- N. **Anti-Lobbying and Procurement:** Article 6, Chapter 2-7, City Code, amended December 6, 2011, prohibits lobbying activities or representations by Offerors between the date that the Solicitation is issued and the date a Contract is executed.
- i. Definitions
- (1) **Agent:** a person authorized by a respondent to act for or in place of respondent, including a person acting at the request of respondent, a person acting with the knowledge and consent of a respondent, or a person acting with any arrangement, coordination, or direction between the person and the respondent.
  - (2) **Authorized Contact Person:** the person identified in a City Solicitation as the contact regarding the solicitation, or the authorized contact person's designee during the course of the no-contact period.
  - (3) **City Employee:** a person employed by the City.
  - (4) **City Official:** the mayor, members of the City Council, municipal court judges (including substitute judges), city manager, assistant city managers, city clerk, deputy city clerk, city attorney, deputy city attorney, all department heads or deputy department heads, whether such person is salaried, hired or elected, and all other persons holding positions designated by the City Charter. City official, unless otherwise expressly defined, includes individuals appointed by the mayor and city council to all City commissions, committees, boards, task forces, or other City bodies unless specifically exempted from this chapter by the city council.
  - (5) **Director:** the director of a department to which the Purchasing Officer has delegated authority for enforcing this Chapter.
  - (6) **No-Contact Period:** the period of time from the date of issuance of the Solicitation until a Contract is executed. If the City withdraws the Solicitation or rejects all Responses with the stated intention to reissue the same or similar Solicitation for the same or similar project, the no-contact period continues during the time period between the withdrawal and reissue.
  - (7) **Response:** a complete signed offer to a Solicitation.
  - (8) **Respondent:** a person submitting an offer to a City solicitation including a bidder, a quoter, responder, offeror, or a proposer. The term "respondent" also includes:
    - (a) an owner, board member officer, employee, contractor, subsidiary, joint enterprise, partnership, agent, lobbyist, or other representative of a respondent;
    - (b) a person or representative of a person that is involved in a joint venture with the respondent, or a subcontractor in connection with the respondent's response; and
    - (c) a respondent who has withdrawn a response or who has had a response rejected or disqualified by the City.
  - (9) **Representation:** a communication related to a response to a council member, official, employee, or City representative that is intended to or that is reasonably likely to:
    - (a) provide information about a Response;
    - (b) advance the interests of the Respondent;
    - (c) discredit the Response of any other Respondent;
    - (d) encourage the City to withdraw the Solicitation;

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- (e) encourage the City to reject all of the Responses;
    - (f) convey a complaint about a particular Solicitation; or
    - (g) directly or indirectly ask, influence, or persuade any City Official, City Employee, or body to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision, or agenda item regarding the Solicitation.
  - (10) **Solicitation:** an opportunity to compete to conduct business with the City that requires City Council approval under City Charter Article VII Section 15 (Purchase Procedure).
- ii. **Restrictions on Contacts:**
- (1) During a no-contact period, a Respondent shall communicate only through the Authorized Contact Person.
  - (2) During the no-contact period, a Respondent may not make a representation to a City Official or to a City Employee other than to the Authorized Contact Person. This prohibition also applies to a vendor that communicates and then becomes a Respondent.
  - (3) The prohibition of representation during the no-contact period applies to a representation initiated by a Respondent, and to a representation made in response to a communication initiated by a City Official or a City Employee other than the Authorized Contact Person.
  - (4) If the City withdraws a Solicitation or rejects all Responses with a stated intention to reissue the same or similar Solicitation for the same or similar project, the no-contact period shall expire after the ninetieth day after the date the Solicitation is withdrawn or all Responses are rejected if the Solicitation has not been reissued during the 90-day period.
  - (5) For a single vendor award, the no-contact period shall expire when the first of the following occurs: contract is executed or Solicitation is cancelled.
  - (6) For a multiple vendor award, the no-contact period shall expire when the last of the following occurs: all contracts are executed, negotiations have been fully terminated, or the ninetieth day after the Solicitation is cancelled.
  - (7) The Purchasing Officer may allow Respondents to make representations to City Employees or City Representatives in addition to the Authorized Contact Person for a Solicitation that the Purchasing Officer finds must be conducted in an expedited manner; an expedited Solicitation is one conducted for reasons of health or safety under the shortest schedule possible with no extensions. The Purchasing Officer's finding and additional City Employees or City representatives who may be contacted must be included in the Solicitation documents.
  - (8) Representations to an independent contractor hired by the City to conduct or assist with a Solicitation will be treated as representations to a City Employee.
  - (9) A current employee, director, officer, or member of a Respondent, or a person related within the first degree of consanguinity or affinity to a current employee, director, officer or member of a Respondent, is presumed to be an Agent of the Respondent for purposes of making a representation. This presumption is rebuttable by a preponderance of the evidence as determined by the Purchasing Officer.
  - (10) A Respondent's representative is a person or entity acting on a Respondent's behalf with the Respondent's request and consent. For example, a Respondent may email their membership list and ask members to contact Council Members on the Respondent's behalf. The members are then acting per Respondent's request and with their consent, and the members have become Respondent representatives.
- iii. **Allowed Representation:**
- (1) If City seeks additional information from Respondent, the Respondent shall submit the representation in writing only to the Authorized Contact Person. The Authorized Contact Person will then distribute the written representation in accordance with the terms of the particular Solicitation. A Respondent cannot amend or add information to a Response after the Due Date.
  - (2) If Respondent wishes to send a complaint to the City, the Respondent shall submit the complaint in writing only to the Authorized Contact Person. The Authorized Contact Person shall distribute a complaint regarding the process to members of the City Council or members

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of the City board, to the Director of the department that issued the Solicitation, and to all Respondents of the particular Solicitation. However, the Purchasing Officer shall not permit distribution of any complaint that promotes or disparages the qualifications of a Respondent, or that amends or adds information to a Response. A determination of what constitutes promoting or disparaging the qualifications of a respondent or constitutes amending or adding information is at the Purchasing Officer's sole discretion. Bid protests are not subject to the subsection. Documents related to a bid protest may not be forwarded to Council under this subsection.

- (3) If a Respondent submits a written inquiry regarding a Solicitation, the Authorized Contact Person will provide a written answer and distribute both the inquiry and answer to all Respondents on the Solicitation.
  - (4) If a Respondent does not receive a response from the Authorized Contact Person, the Respondent may contact the Purchasing Officer.
  - (5) A Respondent may ask a purely procedural question, for example, a question regarding the time or location of an event, or where information may be obtained, of a City Employee other than the Authorized Contact Person. This section does not permit a Respondent to make suggestions or complaints about the contract process that constitutes a representation to a City Employee other than the Authorized Contact Person. Notwithstanding this subsection, a Respondent may not ask a procedural question of a Council member, a Council members' aide, or of a City board member except in a meeting held under the Texas Government Code, Chapter 551 (Open Meetings Act).
  - (6) This Article allows representations:
    - (a) made at a meeting convened by the Authorized Contact Person, including meetings to evaluate Responses or negotiate a contract;
    - (b) required by Financial Services Department protest procedures for vendors;
    - (c) made at a Financial Services Department protest hearing;
    - (d) provided to the Small & Minority Business Resources Department in order to obtain compliance with Chapter 2-9 A-D (the Minority-Owned and Women-Owned Business Enterprise Procurement Program);
    - (e) made to the City Risk Management coordinator about insurance requirements for a Solicitation;
    - (f) made in public at a meeting held under Texas Government Code, Chapter 551 (Open Meetings Act); or
    - (g) made from a Respondent's attorney to an attorney in the Law Department in compliance with Texas Disciplinary Rules or Professional Conduct.
  - (7) Nothing in this article prohibits communication regarding the Solicitation between or among City Officials or City Employees acting in their official capacity.
  - (8) A contribution or expenditure as defined in Chapter 2-2 (Campaign Finance) is not a representation.
- iv. **Contract Voidable:** If a contract is awarded to a Respondent who has violated these AntiLobbying & Procurement provisions, the contract is voidable by the City.
- v. **Debarment:**
- (1) If a Respondent has been disqualified under these provisions more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Respondent from the sale of goods or services to the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

8. **SUBMISSION OF OFFERS:** Offerors are required to submit an executed original and copies of the Offer as specified on the Offer Sheet of the Solicitation.

- A. **Documents required with Offer:** Submit the following documents with the Offer, as applicable, prior to the Due Date (**SEE SECTIONS 0400, 0500 and 0600 IN THE SOLICITATION FOR ADDITIONAL REQUIRED INFORMATION**). Failure to submit the documents may be grounds to reject the Offer:

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- i. Cover Page, Offer Sheet signed by an authorized representative; ii. Section 0600, Bid/Quote Sheet or Offer, as applicable; iii. Section 0605, Local Business Presence Identification, if applicable;
- iv. Section 0700, Reference Sheet, as applicable ;
- v. Sections 0835 – Non-Resident Bidder Provisions;
- vi. 0815, Living Wage and Benefits Contractor Certification, if applicable;
- vii. Section 0900, MBE/WBE Procurement Program Package;
- viii. Bid/Proposal Guaranty, if applicable; and ix.. any other document included in the Solicitation requiring completion or execution by the Offeror.

All other pages in the Solicitation should be retained by the Offeror.

- B. **Mailing: Offers and Compliance Plans (when required by the Solicitation), must be returned in a sealed envelope or container marked on the outside with the:**

**Offeror's Name & Address  
Solicitation Number  
Due Date and Time**

- i. If a MBE/WBE Compliance Plan is required, it may be submitted with the sealed Offer or in a separate sealed envelope. If the Compliance Plan is included with the Offer, the outside of the envelope must indicate that the Compliance Plan is included. If the Compliance Plan is submitted in a separate envelope, the outside of the envelope must identify the contents as the "Compliance Plan" and must also include the Offeror's name & address, the Solicitation number, and the Due Date and Time. If a Compliance Plan is required but is not submitted prior to the time set forth in the Solicitation, the Offer will not be accepted for consideration.
- ii. When sending an Offer and/or Compliance Plan, use the proper address as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation #	Purchasing Office-Response Enclosed for Solicitation #
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**Note: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

- iii. Unless authorized in the Solicitation, email, facsimile, or electronic Offers will not be accepted.
- C. **Addendum:** Receipt of an Addendum should be acknowledged by signing and returning the Addendum with the Offer or under separate cover prior to the Due Date. The Addendum should be returned with the Offeror's name, address, the Solicitation number, and the Due Date and Time. If the elements covered in the addendum directly impact cost and the addendum is not returned before the Due Date and Time, the offer will be disqualified.

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- D. **Acceptance of Offers:** Offers must be received and time stamped at the receptionist's desk in the Purchasing Office prior to the Due Date and Time. The time stamp clock on the receptionist's desk in the Purchasing Office is the official time of record and is verified daily with the local time service at (512) 476-7744. It is the sole responsibility of the Offeror to ensure timely delivery of the Offer. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Offeror.
- E. **Late Offers:** All Offers received after the Due Date and Time are considered late and will be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. Late Offers will be rejected unless the Purchasing Office, at its sole discretion, determines that the City's misdirection or mishandling was the sole or main cause for the Offer's late receipt at the designated location.
- F. **Rejection of Offers:** The City reserves the right to reject any or all Offers and to waive any minor informality in any Offer or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offer).
9. **MODIFICATION OR WITHDRAWAL OF OFFERS:**
- A. **Modification of Offers:** Offers may be modified in writing at any time prior to the Due Date.
- B. **Withdrawal of Offers:** Offers may be withdrawn in writing, by email, or by facsimile (provided that the facsimile is signed by the Offeror) at any time prior to the Due Date. An Offeror may also withdraw an Offer in person, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Offeror. Withdrawn Offers may be resubmitted, with or without modifications, up to the Due Date.
10. **OPENING OF BIDS:** The Purchasing Office representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each Bid aloud. Following the Bid opening, the City will post on the City's website the Bid Sheets from all timely received Bids.
11. **OPENING OF PROPOSALS / QUALIFICATIONS STATEMENTS AND RELEASE OF INFORMATION:** Proposals / Qualifications Statements will be opened in a manner that avoids disclosure of the contents. Following the Opening of Proposals / Qualification Statements, the City will post on the City's website the names of all Offerors submitting Proposals / Qualification Statements. At its sole discretion, the City may release to the public information that is contained in an opened Proposals / Qualifications Statement after City staff review, except as prescribed by State law, including Texas Government Code Chapter 552 and Local Government Code Chapter 252, provided that the City determines that the disclosure will not create a competitive disadvantage for the City.
12. **EVALUATION FACTORS AND AWARD FOR QUOTES AND BIDS:**
- A. **Evaluation:** Offerors may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Offers that specify an "all or none" award may be considered if a single award is advantageous. An Offer containing prices significantly lower than all other Offeror's prices for an item will present a rebuttable presumption of irresponsibility.
- B. **Award:** Request for Quotations and Invitations for Bids will be awarded to the Lowest Responsible Offeror. Invitation for Bids – Best Value will be awarded to the offeror who provides goods or services at

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the best value for the City based on factors outlined in Section 0600. Request for Quotations – Sale and Invitation for Bids – Sale will be awarded to the Highest Responsible Offeror.

- C. **Local Business Presence:** A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.
- (1) For Invitations for Bids if the City receives a competitive sealed bid from an offeror who has Local Business Presences and whose bid is within three percent of the lowest bid price received from an offeror who does not have Local Business Presence, the City may enter into a contract with the local vendor.
- (2) For Request for Proposals and Invitation For Bids-Best Value: Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors per the below evaluation criteria. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of goods and/or services as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. For Local Business Presence to be considered a completed Section 0605 must be returned with the Offer.

LOCAL BUSINESS PRESENCE (Maximum 10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- D. **Acceptance of Quote/Bid:** Acceptance of a Quote/Bid for an open market purchase or supply or service Master Agreement will be by a Purchase Order or a Contract as appropriate. Subsequent Delivery Orders may be issued as appropriate. The contents of a Quote/Bid shall become a part of the Purchase Order/Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by or authorized by an Authorized City Representative.

13. **EVALUATION FACTORS AND AWARD FOR PROPOSALS AND RESPONSES:**

**Competitive Selection:** This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Section 0600 of the Solicitation shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

14. **RESERVATIONS:** The City expressly reserves the right to:

- A. specify approximate quantities in the Solicitation;
- B. extend the Solicitation closing date and time;

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- C. waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable Goods or Services;
  - D. waive any minor informality in any Offer or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offeror);
  - E. add additional terms or modify existing terms in the Solicitation;
  - F. reject an Offer containing exceptions, additions, qualifications or conditions not called for in the solicitation;
  - G. reject an Offer received from an Offeror who is currently debarred or suspended by the City or State;
  - H. reject an Offer received from an Offeror who is currently debarred or suspended by the Federal Government (Applicable if project receives Federal funding);
  - I. reject an Offer that contains fraudulent information;
  - J. reject an Offer that has material omissions;
  - K. reject or cancel any or all Offers;
  - L. reissue a Solicitation;
  - M. procure any item by other means;
  - N. consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; and/or
  - O. reject an Offer because of unbalanced unit prices;
15. **NEGOTIATIONS OF PROPOSALS:** The City reserves the right to negotiate all elements which comprise the Offeror's Proposal to ensure that the best possible consideration be afforded to all concerned.
16. **CONTRACT INCORPORATION:** Offeror should be aware that the contents of the successful Offer will become a part of the subsequent contractual documents. Failure of the successful Offeror to accept this obligation may result in the cancellation of any award. Any damages accruing to the City as a result of the successful Offeror's failure to contract may be recovered from the successful Offeror.
17. **OPPORTUNITY TO PROTEST:** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.
- A. **Prior to Offer Due Date:** If you are a prospective Offeror and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the Due Date for receipt of Offers, you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer Due Date.
  - B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process or the recommended award as follows:
    - i. You must file written notice of your intent to protest within four (4) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
    - ii. You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated above.
    - iii. You must submit your protest in writing and must include the following information:
      - (1) your name, address, telephone, and fax number;
      - (2) the solicitation number and the CIP number, if applicable;
      - (3) a detailed statement of the factual grounds for the protest, including copies of any relevant documents.
    - iv. Your protest must be concise and presented logically and factually to help with the City's review.

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- v. When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
- vi. The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
- vii. A decision will usually be made within fifteen (15) calendar days after the hearing.
- viii. The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- ix. When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that:
  - (1) the City urgently requires the supplies or services to be purchased, or
  - (2) failure to make an award promptly will unduly delay delivery or performance.In those instances, the City will notify you and make every effort to resolve your protest before the award.

**18. INTERESTED PARTIES DISCLOSURE**



As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**19. POST OFFER DOCUMENTS REQUIRED FROM SUCCESSFUL OFFEROR:**

- A. **Letters of Intent:** When a MBE/WBE Compliance Plan is required, the successful Offeror must submit to the Purchasing Officer the Letters of Intent to subcontract required by the Compliance Plan within three (3) business days after notification. Failure to submit the required letters will be grounds for rejection of the Offer.
- B. **Certificates of Insurance:** When insurance is required, the Offeror must provide proof of coverage prior to execution of a Contract. The Offeror shall provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after written request from the City (See also "Insurance" in Section 0400, Supplement Purchase Provisions, of the Solicitation).
- C. **Bonds:** When Bonds are required, the Offeror must provide the bonds prior to the execution of the Contract. The Offeror shall provide the Bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.

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- D. **Chapter 176 Conflict of Interest Disclosure:** In accordance with Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7<sup>th</sup>) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

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Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1. **Addendum** - a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. **Alternate Offers** - multiple Offers with substantive variations from the same Offeror in response to a Solicitation.
3. **Appropriate, Appropriated, or Appropriation** - the adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. **Authorized City Representative** - a person designated by the City Manager to act for the Contract Awarding Authority.
5. **Best Offer** - the best evaluated Offer in response to a Request for Proposals or Request for Qualification Statements.
6. **Best Offeror** - the Offeror submitting the Best Offer.
7. **Bid** - a complete, properly signed response to an Invitation for Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
8. **Bidder** - a person, firm, or entity that submits a Bid in response to an Invitation for Bid. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **Bid Guaranty** - a form of security assuring that the bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
10. **Bid Sheet** - a document, signed and dated by a Bidder, containing unit and extended bid prices for all goods and/or services, identified by item numbers and descriptions, for which Bids are being submitted
11. **Business Entity** - any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.
12. **Central Purchase Order (CT)** - a financial system document issued by the Contract Awarding Authority to encumber funds to pay for the deliverables identified in a Contract.
13. **City** - the City of Austin, a Texas home-rule municipal corporation.
14. **Compliance Plan** - is defined in chapter 2-9 of the City Code.
15. **Construction** - the construction, repair, rehabilitation, alteration, conversion or extension of buildings, parks, utilities, streets or other improvements or alterations to real property.
16. **Contract** - a binding legal agreement between the City and the Offeror. The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

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- A. any exceptions to the Offer accepted in writing by the City
  - B. the Supplemental Purchase Terms and Conditions
  - C. the Standard Purchase Terms and Conditions
  - D. the Offer, exhibits, and attachments; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.
17. **Contract Awarding Authority** - a City department authorized to enter into Contracts on behalf of the City.
18. **Contractor/Consultant** - a person, firm or entity that supplies or provides goods and/or services to the City by Contract.
19. **Controlling Interest** means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stocks or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
20. **Deliverables** - the goods, products, materials, and/or services to be provided to the City under a Purchase Order, Contract, or Master Agreement.
21. **Delivery Order** - a release against a Master Agreement authorizing delivery of goods and/or performance of services. A financial system document issued by the Department to encumber funds to pay for the deliverables.
22. **Disadvantaged Business Enterprise** - is defined in 49 Code of Federal Regulation Part 26 or other applicable federal regulations.
23. **Due Date** - the date and time specified for receipt of Bids, Proposals, Qualification Statements, Quotations, Responses, Submittals and Compliance Plans.
24. **Goods** - supplies, materials, or equipment.
25. **Highest Responsible Offer** - the highest Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid-Sale or Request for Quotation-Sale.
26. **Highest Responsible Offeror** - the Offeror submitting the "Highest Responsible Offer."
27. **Interested Party** – a person who has a Controlling Interest in a Business Entity with whom the City contracts or who actively participates in facilitating the Contract or negotiating the terms of the Contract, including a broker, intermediary, adviser, or attorney for the Business Entity.
28. **Invitation for Bid (IFB)** - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or on the Internet.
29. **Late Offer** - a Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
30. **Lowest Responsible Offer** - the Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid or Request for Quotation resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of

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the Vendor to perform the Contract, past performance of the Vendor, and compliance with all City ordinances concerning the purchasing process.

31. **Lowest Responsible Offeror** - the Offeror submitting the Lowest Responsible Offer.
32. **Master Agreement** - a term contract that is used when the total quantity required cannot be definitely fixed, but can be stated as an estimate or within maximum and minimum limits with deliveries on demand. A Master Agreement does not create a financial obligation.
33. **Minority-Owned Business** - is defined in chapter 2-9 of the City Code.
34. **Non-Professional Services** - services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
35. **Offer** - a complete signed response to a Solicitation including, but not limited to, an Invitation for Bid, a Request for Proposal, a Request for Qualification Statements, or a Request for Quotation.
36. **Offeror** - a person, firm, or entity that submits an Offer in response to a City Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. Includes Bidders, Proposers, Quoters, Contractors and Consultants.
37. **Pre-Bid / Proposal / Quote / Response / Submittal Conference** - a conference conducted by the Contract Awarding Authority, held in order to allow Offerors and Vendors to ask questions about the proposed Contract and particularly the Contract specifications.
38. **Professional Services** - services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
39. **Proposal** - a complete, properly signed response to a Request for Proposals, which if accepted, would bind the Proposer to perform the resultant Contract.
40. **Proposal Guaranty** - a form of security assuring that the Proposer (a) will not withdraw the Proposal within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Proposer upon execution of a Contract.
41. **Proposer** - a person, firm or entity that submits a Proposal in response to a Request for Proposals. Any Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
42. **Purchase Order (PO)** - an order placed by a City department for the purchase of Goods and/or Services written on the City's standard Purchase Order form and which, when accepted by the Vendor becomes a Contract. The Purchase Order is the Vendor's authority to deliver and invoice the City for Goods and/or Services specified, and the City's commitment to accept the Goods and/or Services for an agreed upon price.
43. **Purchasing Office** - refers to the Purchasing Office in the Financial and Administrative Services Department of the City.
44. **Quote** - a complete, properly signed response to a Request for Quotation, which if accepted, would bind the Offeror to perform the resultant Contract.

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45. **Quoter** - a person, firm or entity that submits a Quote in response to a Request for Quotations. Any Quoter may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
46. **Request for Information (RFI)** - a solicitation used to obtain "state of the art" information on goods and/or services for informational purposes only.
47. **Request for Interest (RFINT)** - a solicitation used to identify interest in a City requirement.
48. **Request for Proposal (RFP)** - a solicitation used to acquire goods and/or services when a clearly defined scope of work or specification is not available.
49. **Request for Qualification Statements (RFQS)** - a solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
50. **Request for Quotation (RFQ)** - a solicitation used to acquire goods and/or services with a total dollar value less than the State of Texas competitive bidding amount.
51. **Resident Bidder** - a person, firm, or entity whose principal place of business is in the State of Texas, including a Contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.
52. **Response** - a complete signed reply to a Solicitation including, but not limited to a Request for Information and/or a Request for Interest.
53. **Response Guaranty** - a form of security assuring that the Offeror (a) will not withdraw the Offer within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Offeror upon execution of a Contract.
54. **Responsible** - refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
55. **Responsive** - meeting all the requirements of a Solicitation.
56. **Services** - include all work or labor performed for the City on an independent Contractor basis other than construction.
57. **Solicitation** - as applicable, includes Invitation for Bid, Invitation for Bid - Sale, Request for Proposal, Request for Qualification Statements, Request for Quotation, Request for Quotation - Sale, Request for Information, Request for Interest, or such other request as defined by the City.
58. **Subcontractor/Subconsultant** - a person, firm, or entity providing goods and/or services to a prime Contractor / Consultant to be used in the performance of the prime Contractor/Consultant's obligations under a Contract.
59. **Sub-Subcontractor/Sub-Subconsultant** - a person, firm or entity providing goods and/or services to a Subcontractor/Subconsultant to be used in the performance of the Subcontractor/Subconsultant's obligations under a Contract.

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- 60. **Unbalanced Offer** - an Offer that is based on prices which are significantly less than cost for some items and significantly more than cost for others.
- 61. **Vendor** - a person, firm, or entity that sells Goods and/or Services.
- 62. **Woman-Owned Business** - is defined in chapter 2-9 of the City Code.

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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
  - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
  - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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**30. DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
  - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
  - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).**

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

**48. DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

**CITY OF AUSTIN  
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- iii. "Domestic end product" means-
  - (1) An unmanufactured end product mined or produced in the United States; or
  - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".



**ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

**Solicitation: IFB 2200 KDS0117**

**Addendum No: 1**

**Date of Addendum: 4/3/2018**

This addendum for the above referenced solicitation for Environmental Laboratory Services for Microbiological Analyses is to provide answers to questions:

**I. Questions:**

1. The City will be utilizing filters and returning them to the lab (2-3 filters sent per month to the lab). Will samples be sent back to us together with the filters each month?

**Answer:**

Samples will be filtered by City of Austin personnel and only the filters will be shipped to the contract lab. However, in the event the City of Austin collects a matrix spike sample, this whole volume sample will be shipped along with the routine filters. The number of filters could vary from one to three per month.

2. Will your facility likely be continuing to monitor for Cryptosporidium beyond 2 years (which is the end of EPA's ESWTR LT2)? I would like to bid on these next two years, and if you require QC, we have to add that price to your samples beyond 2020. How would the best way to add these two prices to the bid sheet?

**Answer:** Yes. The City of Austin will continue to monitor for Cryptosporidium beyond 2020. Please reference Section 0400 4. TERM OF CONTRACT - The contract term is 24 months, with (3) additional 12-month extension options, for a total of 60 months (5 years). In the event the City of Austin collects extra samples for QC (such as duplicates, matrix spikes), the City of Austin expects these to be invoiced as routine samples.

Section 0500 3.0 CONTRACTOR REQUIREMENTS 3.5 states "The Contractor shall analyze the samples using an EPA-approved version of EPA Method 1623 and run all method-required Quality Assurance/Quality Control (QA/QC), unless specifically directed otherwise by the Contact Person, in writing". Prices submitted on the 0600 Bid Sheet shall include this requirement.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Kimberley Scannell Larsen 4/3/2018  
Kimberley Scannell Larsen, Procurement Specialist II Date  
Purchasing Office, 512-974-2261

ACKNOWLEDGED BY:  
Daniel Kocher [Signature] 4/9/18  
Name Authorized Signature Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION**



**ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

**Solicitation: IFB 2200 KDS0117**

**Addendum No: 2**

**Date of Addendum: 4/4/2018**

This addendum for the above referenced solicitation for Environmental Laboratory Services for Microbiological Analyses is to provide clarification to the answer provided in Addendum 1, Question 1:

**I. Questions:**

1. The City will be utilizing filters and returning them to the lab (2-3 filters sent per month to the lab). Will samples be sent back to us together with the filters each month?

**Answer:**

Yes. We have 1 sampling event per month; all samples that are collected are collected on the same day and shipped together with filters on the same day.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Kimberley Scannell Larsen  
Kimberley Scannell Larsen, Procurement Specialist II  
Purchasing Office, 512-974-2261

4/4/2018  
Date

ACKNOWLEDGED BY:

Daniel Kocher  
Name

[Signature]  
Authorized Signature

04-09-2018  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

EMSL Analytical, Inc.

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

None to report

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

04-09-2019  
Date

**City of Austin, Texas**  
**Section 0805**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

  
04-09-2018

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2016-137245

Date Filed:  
11/15/2016

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
EMSL Analytical, Inc.  
Cinnaminson, NJ United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
City of Austin

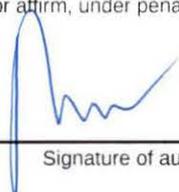
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
IFB 2200 KDS0117 - Environmental Laboratory Services for Microbiological Analyses  
laboratory services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Frasca Irrevocable Trust	Cinnaminson, NJ United States	X	
	Frasca, Carmela	Cinnaminson, NJ United States	X	
	Frasca, Peter	Cinnaminson, NJ United States	X	

5 Check only if there is NO Interested Party.

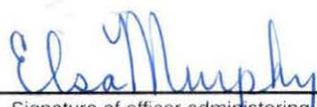
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

**Elsa Murphy**  
A Notary Public of New Jersey  
I.D. No.: 2392287  
My Commission Expires  
December 23, 2019

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Daniel B. Kocher, this the 9th day of April, 2018, to certify which, witness my hand and seal of office.

  
\_\_\_\_\_  
Signature of officer administering oath

Elsa Murphy  
\_\_\_\_\_  
Printed name of officer administering oath

Notary Public of NJ  
\_\_\_\_\_  
Title of officer administering oath

**CITY OF AUSTIN, TEXAS  
LIVING WAGES EMPLOYEE CERTIFICATION**

<b>Contract Number:</b> IFB 2200 KDS0117	<b>Description of Services:</b> Environmental Laboratory Services for Microbiological Analyses
<b>Contractor Name:</b> EMSL Analytical, Inc.	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Prime Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour, and is further responsible for assuring that employees of all tiers of subcontractors are likewise paid a minimum Living Wage equal to or greater than \$14.00. In addition, employees of both the Prime Contractor and all tiers of subcontractors directly assigned to the referenced contract are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than \$14.00 per hour.

Employee's Title:	
Signature of Employee	Date
Type or Print Name	

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Printed Name)

As a laboratory no specific technician, chemist, or biologist would be assigned solely to this project. Also all those employees who would be performing work on this project would be working at our Cinnaminson, NJ laboratory.

*[Handwritten Signature]* 04-09-2018

To report a non-compliance issue with the City of Austin's Living Wage Program on this contract, please send an email to [PurchasingContractsHelp@austintexas.gov](mailto:PurchasingContractsHelp@austintexas.gov)



## Solicitation Summary and Primary Contacts

Solicitation Number: IFB 2200 KDS0117 -- Environmental Laboratory Services for Microbiological Analyses

Due Date/Time: 04/10/2018 @ 2:00 PM

Offeror: EMSL Analytical, Inc.  
200 Route 130 North  
Cinnaminson, NJ 08077  
800-220-3675  
Fax: 856-786-0235

Tax Payer ID: [REDACTED]  
Type: Corporation  
Duns Number: 147-32-6540  
NAIC Code: 541380  
Business Size: Large Business

Contacts: **Primary Contact:**  
Gillian Egiazarov  
Project Manager  
Cinnaminson, NJ  
856-858-4800 X 2574  
[gegiazarov@emsl.com](mailto:gegiazarov@emsl.com)

**RFP Response Questions:**  
Daniel B. Kocher  
Vice President of Contract Services  
Cinnaminson, NJ  
800-220-3675 X 2557  
[contracts@emsl.com](mailto:contracts@emsl.com)

**Secondary Contact:**  
Farbod Nekouei, M.S  
Laboratory Manager  
Cinnaminson, NJ  
856-858-4800 X 2552  
[fnekouei@emsl.com](mailto:fnekouei@emsl.com)

**Technical Contact:**  
Bin Wang, P.h.D  
Aquatic Microbiologist  
Cinnaminson, NJ  
856-303-2500 X 3713  
[bwang@emsl.com](mailto:bwang@emsl.com)

**Tertiary Contacts:**  
Jason Dobranic, Ph.D.  
Vice President of Microbial Sciences  
Houston, TX  
800-220-3675 X 2507  
[jdobranic@emsl.com](mailto:jdobranic@emsl.com)

Aman Bath, P.h.D  
Quality Assurance Manager  
Cinnaminson, NJ  
800-220-3675 X 3719  
[abath@emsl.com](mailto:abath@emsl.com)



## Technical Ability, Knowledge, and Education

### Analytical methodology

All *Cryptosporidium* sample analyses, including any quality control analyses, will be in strict accordance with EPA 815-R-05-002, Method 1623.1: *Cryptosporidium and Giardia in Water by Filtration/IMS/FA, 2005*, and in strict accordance with the requirements of the Long Term 2 Enhanced Surface Water Treatment Rule (LT2). All analyses will meet minimum detection limits as stated in the code of federal regulations for which certification has been granted by the Environmental Protection Agency (EPA) Laboratory Certification section.

### Service Qualification

EMSL has passed the Laboratory Quality Assurance Evaluation Program for Analysis of *Cryptosporidium* and *Giardia* using EPA 1623.1 under the Safe Drinking Water Act (Lab Quality Assurance Evaluation Program) and has been granted "Approved" status by New Jersey Department of Environmental Protection (NJDEP). Additionally, EMSL has reciprocal accreditation from the State of Ohio for *Cryptosporidium* and *Giardia* analysis under the NELAC agreement with the State of New Jersey.

The primary oversight of the project will be done by Bin Wang Ph.D., Aquatic Microbiologist. Dr. Wang has been approved as Principal Analyst (PA) by NJDEP as compliant with the requirement given in EPA Method 1623.1 and Supplement 2 to the Fifth Edition of the Manual for the Certification of Laboratories Analyzing Drinking Water (EPA815-F-12-006, Nov. 2012). As part of this certification, EMSL continues to successfully participate in two (2) *Cryptosporidium* Proficiency Testing (PT) events per year. During the last PT program, EMSL was top ranked and the mean recovery is 13% higher than the average of all approved laboratories.

Dr. Wang holds a Ph.D. degree in Environmental Engineering (with a concentration in Environmental Microbiology) and has extensive experience with aquatic organism research as well as water quality testing. Dr. Wang has conducted the projects funded by National Science Foundation (NSF), Department of Energy (DOE), New York State Department of Transportation (NYSDOT), New Jersey Sea Grant Consortium (NJ SeaGrant), New Jersey Water Resources Research Institute (NJWRRI) as well as others. Dr. Wang also has collaborated with many government agencies such as New York City Department of Environmental Protection (NYCDEP) and Passaic Valley Sewerage Commission (PVSC). Dr. Wang has published many peer-reviewed articles in top journals and presented his work at many national and international conferences focusing on aquatic environment. He will be utilizing the support of the following key staff that is available as much as needed for this project:

- ❖ Jason Dobranic, Ph.D., Vice President of Microbiology and Life Sciences
- ❖ Farbod Nekouei, M.S Microbiology Laboratory Manager
- ❖ Aman Bath, Ph.D; Quality Assurance Manager

EMSL proposes Dr. Jason Dobranic will assist Dr. Wang in overseeing the analysis portion of this project. Dr. Dobranic is EMSL's Vice President of Microbiology and Life Sciences and holds a Ph.D. in Mycology. Dr. Dobranic has 11 years of experience in the Environmental Microbiology laboratory industry, all of which while employed with EMSL. Dr. Dobranic has many peer reviewed publications in this field, has given numerous technical presentations at local and national conferences, and sits on numerous boards and committees (Including the AIHA Analytical Accreditation Board and Biosafety committee), possesses professional designations and is a member of numerous professional and academic organizations.



The lab has all the necessary equipment, bench space, hood space, instrumentation, preparation area, supplies, and systems to complete the work as specified. Dr. Wang, Dr. Dobranic, Mr. Nekouei, and Ms. Bath are not restricted by any other contract commitments at this time and can commit as much time as is necessary to oversee this work. EMSL proposes to utilize Dr. Wang to oversee the technical aspects of this work.

EMSL and our primary analyst, Bin Wang, Ph.D already holds certification for EPA Methods 1623.1. In addition, we participate in PT studies twice a year for EPA 1623.1. Attached are copies of current certifications from the States of New Jersey and Ohio and copies of our most recent PT rounds. EMSL is able to perform MPA sample analysis - Consensus method without IFA techniques, MPA sample analysis - Consensus method with IFA techniques for Giardia and Cryptosporidium, Method 1623.1 Giardia & Cryptosporidium analysis. EMSL can analyze initial samples, additional aliquots, additional filters, and matrix spike samples EMSL can also rent sampling equipment for Method 1623.1 including water meter, pressure regulator, flow control and 2 Envirocheck HV filters.

#### Firm Capabilities

EMSL Analytical, Inc., a privately held corporation, has over 35 years' experience in analytical testing under the same ownership since the company was founded in 1981. Our current experience and current customer base includes analytical lab sales exceeding \$105 Million per year with a diverse client base that includes commercial accounts, government agencies/authorities, industrial customers including large utility companies, as well as engineering and/or consultant firms located throughout the United States as well as international accounts. EMSL Analytical, Inc. currently consists of 44 laboratories in North America, most of which are the result of organic growth with some limited acquisitions.

#### Environmental Microbiology Department

EMSL Analytical Inc. provides Microbiology Laboratory Services for testing related to the Environment and/or Drinking Water Quality at our network of laboratories in key cities nationwide. Our qualified staff includes, degreed (Ph.D.'s, MSc, M.P.H.) microbiologists, mycologists, and bacteriologists. Our bench analysts and/or technicians have a minimum of a B.S. degree and must complete a rigorous training program before reporting results independently. In addition to offering the traditional direct exams (spore traps and tape lifts) and culture methodologies, we also use state of the art equipment such as GC-FAME and qPCR for identifying individual bacterial and fungal species. Besides the accreditation of EPA 1623/1623.1 under the New Jersey Department of Environmental Protection (NJDEP), our microbiology laboratory maintains an American Industrial Hygiene Association (AIHA) environmental microbiology proficiency program for the analysis of indoor air quality samples. This program accredits EMSL against the stringent ISO/IEC 17025:2005 quality guidelines. Additionally we participate in the US CDC ELITE Program for Legionella analysis as well as state proficiency programs for bacteriological testing of drinking water, wastewater, and sewage sludge. We also offer customized special project design for non-routine analysis utilizing ASTM, USP, BAM, EPA, APHA, ASTM as well as internationally developed test methodologies. All Microbiology Labs maintain at least a five business day lab operation schedule. We have emergency response plans in place for off hours and/or weekend operating hours when needed. Turnaround times (TAT) are tracked by the number of business days from the time samples are received in the lab. Microbiology TATs for direct exams include same day (3hr. and 6hr.), 24 hour, 48 hour as well as 3 day, 4 day, 1 week, and 2 week TATs. Culture analyses are provided with a 6-14 day turnaround based on the individual incubation period requirements. Costs/rates are weighted based on the turnaround time requested with our 2 week TAT rates being the most economically cost effective rates for our customers. Sample control/processing (log-in, results data-entry, reporting) is



facilitated by our computer Laboratory Information Management System (LIMS) which tracks individual projects to meet our clients' specified due dates. Additionally, the LIMS includes security controls to ensure that information is controlled and locked once the data has been entered by our analysts. Since all labs utilize the same LIMS, all reports are standardized which allows for network support (intralab transfer) for sample overcapacity issues. We can also design customized reporting options for long term and special projects. Reports are delivered depending upon client preference (email, Lab-Connect<sup>®</sup>, fax, or all). All clients have 24/7 real time access to their reports, Chains of Custody, and project invoices via our LabConnect<sup>®</sup> program. This is a security enabled extranet feature that provides various search options so that our clients can find all project and invoicing information quickly and easily.

## Quality Assurance

### Quality Assurance Plan

EMSL Analytical, Inc.'s laboratory services for EPA method 1623/1623.1 are governed by our Quality Assurance Plan (QAP) of Detection of *Cryptosporidium* and *Giardia* by EPA 1623.1. This program follows the quality guidelines as documented in Microbiology Laboratory Guidance Manual for the Final Long Term 2 Enhanced Surface Water Treatment Rule (EPA 815-R06-006, February 2006), *Supplement 2 to the Fifth Edition of the Manual for the Certification of Laboratories Analyzing Drinking Water* (EPA 815-F-12-006, November 2012), *Method 1623.1: Cryptosporidium and Giardia in Water by Filtration/IMS/FA* (EPA 816-R-12-001, January 2012), and EMSL SOP M640: *Detection of Cryptosporidium and Giardia Using EPA Method 1623.1*. Our QAP has been designed to ensure that quality professional services and technical excellence is provided to our customers. It is a real and living program in that the QAP Policies and Procedures are integrated into our daily work and are continually reviewed and updated by Management. It is formally reviewed at least annually by the Corporate QA Manager as well as formal reviews performed any time a problem arises that indicates a possible program flaw. In such instances, the Corporate QA Manager involves the Corporate Officers as well as National Directors, Regional Managers, Laboratory Directors, and Quality Control Department Personnel and Senior Analysts to ensure that all necessary feedback is solicited from all staff levels of the operation.

### Organizational Responsibility and Commitment

The corporate headquarters of EMSL Analytical, Inc. operates out of the Cinnaminson, New Jersey laboratory location. The corporate headquarters oversees the laboratory operation at the corporate lab location as well as all of the over 30 branch laboratories in the US and Canada. The Corporate Management team recognizes the importance of our Quality Assurance Program and understands that company success comes from its commitment to Quality. Management's policy for the laboratory is to perform all work in a responsive and efficient manner without compromising Quality. To accomplish this, the Corporate Management team makes the necessary financial resources for the necessary equipment and staffing to ensure the following Quality Assurance Program goals are achieved.

### Qualified and Properly Trained Staff

Analysis of Environmental Samples requires special skills that come from a combination of industry experience and academic credentials, coupled with formal training. The individual training requirements for each person is based on the complexity of the test(s) that will be performed by the individual. EMSL Analytical, Inc. will only allow a scientist to independently express results after they have met the requirements of the training program. Our programs address both the technical scientific aspects of the analytical process as well Ethics and Integrity Training as it pertains to the process of providing data and results to our customers.



### Education and Experience

Minimum education and experience requirements are listed for each position within the company. Additionally, all technical staff (analysts, chemists, technicians, etc.) must successfully complete an EMSL Analytical, Inc. training program prior to performing analysis independently.

### Training Programs

Laboratory Managers are responsible for ensuring that appropriate training is provided to the technical staff and that they are qualified to perform the test method. At a minimum, training consists of formal instruction and hands on training with the instruments and systems related to the analytical process and methods. Additionally the training includes formal tracking and documentation of a person's "Demonstration of Capability" (DOC) which is required before they can independently process samples.

Annually, ongoing training and review of ongoing demonstration of capability is performed. Ongoing training is provided to all employees on a consistent basis which may include but not be limited to the following:

- ♦ Laboratory Staff Meetings – Typically include a variety of topics but often address technical updates on analytical methods, customer service training issues, health & safety incidents and training, etc.
- ♦ Laboratory Audit Review – Staff are encouraged to consult with internal and external auditors for advice on various topics related to the audit findings and recommendations and/or deficiencies.
- ♦ Workshops provided by professional organizations, agencies and/or by instrument/equipment vendors.

### Standard Operation Procedures

Instructions and procedures for the activities related to the analytical process are developed by management and are clearly defined and documented in our Standard Operating Procedure (SOP) Manuals. These technically specific SOP's are located at each laboratory facility and include the step-by-step procedures for each analytical test method performed inclusive of the initial acceptance and handling of samples, sample control throughout the process, sample preparation, analysis, and reporting of the data. EMSL Analytical, Inc. utilizes companywide standard procedures incorporated in each specific SOP which comply with our QAP.

### Subcontracting

EMSL Analytical, Inc. does not plan to subcontract any of this work.

State of New Jersey  
Department of Environmental Protection  
Certifies That

**EMSL Analytical Inc**

Laboratory Certification ID.# 03036

*is hereby approved as a*

Nationally Accredited Environmental Laboratory  
*to perform the analyses as indicated on the Annual Certified Parameter List  
which must accompany this certificate to be valid*

*having duly met the requirements of the*  
Regulations Governing the Certification of  
Laboratories and Environmental Measurements N.J.A.C. 7:18 et. seq.  
*and*

*having been found compliant with the 2009 TNI Standard approved by the*  
The NELAC Institute

Expires June 30, 2018



NJOEP is a NELAP Recognized Accreditation Body

A handwritten signature in cursive script that reads "Michele M. Potter".

Michele M. Potter  
Manager



This certificate is to be conspicuously displayed at the laboratory with the annual certified parameter list in a location on the premises visible to the public. Consumers are urged to verify the laboratory's current accreditation status with the State of NJ, NELAP.

New Jersey Department of Environment Protection  
Environmental Laboratory Certification Program



Annual Certified Parameter List and Current Status

Effective as of 1/02/2018 until 6/30/2018

Laboratory Name: EMSL ANALYTICAL INC Laboratory Number: 03036 Activity ID: NLC 170012  
200 RT 130 NORTH  
CINNAMINSON NJ 08077  
Category: AE06 -Air - Lab Developed/Non-Std Methods

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	AE06.00400	Chromium (VI)	IC/PCR	User Defined ID 215	NJ

Category: AE08 -Radon in Air

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	AE08.00030	Radon/radon progeny-in-air	Charcoal-Liquid-Scintillation	EPA 402-R-92-004 July 92	NJ

Category: DW01 -Microbiology

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	DW01.00070	Heterotrophic bacteria	Pour Plate	SM 9215 B	NJ
Certified	Yes	DW01.00100	Total coliform / E. coli	ONPG-MUG (Autoanalysis Colilert System) (P-A)	SM 9223 B	NJ
Certified	Yes	DW01.00110	Total coliform / E. coli	ONPG-MUG (Colilert/Colilert-18), Enumeration	SM 9223 B, Multi-well Procedure	NJ

Category: DW02 -Parasitology and Molecular Microbiology

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	DW02.00020	Cryptosporidium	Filtration/MS/FA	EPA 1623.1	NJ
Certified	Yes	DW02.00040	Giardia Cysts	Filtration/MS/FA	EPA 1623.1	NJ

Category: DW03 -Inorganic Parameters

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Category: DW03 –Inorganic Parameters

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	DW03.00010	Alkalinity	Electrometric Titration	SM 2320 B	NJ
Certified	Yes	DW03.00210	Bromide	Ion Chromatography	EPA 300.0	NJ
Certified	Yes	DW03.00420	Chloride	Ion Chromatography	EPA 300.0	NJ
Certified	Yes	DW03.00550	Color	Platinum-Cobalt	SM 2120 B	NJ
Certified	Yes	DW03.00590	Conductivity	Conductance	SM 2510 B	NJ
Certified	Yes	DW03.00670	Cyanide	Spectrophotometric, Distill, Amenable	SM 4500-CN C, G	NJ
Certified	Yes	DW03.00700	Cyanide	Spectrophotometric, Distill, Manual	SM 4500-CN C, E	NJ
Certified	Yes	DW03.00860	Fluoride	Ion Chromatography	EPA 300.0	NJ
Certified	Yes	DW03.00910	Foaming agents	Methylene Blue	SM 5540 C	NJ
Certified	Yes	DW03.01070	Nitrate	Ion Chromatography	EPA 300.0	NJ
Certified	Yes	DW03.01220	Nitrite	Ion Chromatography	EPA 300.0	NJ
Applied	No	DW03.01320	Odor	Consistent Series	SM 2150 B	NJ
Certified	Yes	DW03.01440	Orthophosphate	Ion Chromatography	EPA 300.0	NJ
Certified	Yes	DW03.01600	Sulfate	Ion Chromatography	EPA 300.0	NJ
Certified	Yes	DW03.01660	Total dissolved solids (TDS)	Gravimetric Al 180	SM 2540 C	NJ
Certified	Yes	DW03.01730	Total organic carbon (TOC)	Persulfate-UV	SM 5310 C	NJ
Certified	Yes	DW03.01790	Turbidity	Nephelometric	EPA 180.1	NJ
Certified	Yes	DW03.01850	Turbidity	Nephelometric	SM 2130 B	NJ

Category: DW04 –Analyze-Immed. and Continuous Monitoring

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	DW04.00030	Chlorine - residual	DPD, Colorimetric	SM 4500-Cl G	NJ
Certified	Yes	DW04.00140	pH	Electrometric	EPA 150.1	NJ
Certified	Yes	DW04.00150	pH	Electrometric	SM 4500-H B	NJ
Certified	Yes	DW04.00170	Temperature	Thermometric	SM 2550 B	NJ

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Category: DW04 -Analyze-Immed. and Continuous Monitoring

Category: DW05 -Asbestos Analysis

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	DW05.00001	Asbestos	Transmission Electron Microscopy	EPA 100.1	NJ
Certified	Yes	DW05.00010	Asbestos	Transmission Electron Microscopy	EPA 100.2	NJ

Category: DW06 -Metals

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Applied	No	DW06.00240	Chromium (VI)	Ion Chromatography	EPA 218.6	NJ
Certified	Yes	DW06.00360	Lead	AA, Platform Furnace	EPA 200.9	NJ
Certified	Yes	DW06.00480	Mercury	Manual Cold Vapor	EPA 245.1	NJ
Certified	Yes	DW06.00490	Mercury	Manual Cold Vapor	SM 3112 B	NJ

Category: DW07 -Metals - ICP, ICP/MS and DCP

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	DW07.00001	Aluminum	ICP	EPA 200.7	NJ
Certified	Yes	DW07.00020	Aluminum	ICP/MS	EPA 200.8	NJ
Certified	Yes	DW07.00050	Antimony	ICP/MS	EPA 200.8	NJ
Certified	Yes	DW07.00070	Arsenic	ICP/MS	EPA 200.8	NJ
Certified	Yes	DW07.00080	Barium	ICP	EPA 200.7	NJ
Certified	Yes	DW07.00110	Barium	ICP/MS	EPA 200.8	NJ
Applied	No	DW07.00120	Beryllium	ICP	EPA 200.7	NJ
Certified	Yes	DW07.00150	Beryllium	ICP/MS	EPA 200.8	NJ
Certified	Yes	DW07.00170	Cadmium	ICP	EPA 200.7	NJ

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Category: DW07 --Metals - ICP, ICP/MS and DCP

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	DW07.00190	Cadmium	ICP/MS	EPA 200.8	NJ
Certified	Yes	DW07.00200	Calcium	ICP	EPA 200.7	NJ
Certified	Yes	DW07.00230	Calcium-hardness	Ca as Carbonate	EPA 200.7	NJ
Certified	Yes	DW07.00240	Chromium	ICP	EPA 200.7	NJ
Certified	Yes	DW07.00270	Chromium	ICP/MS	EPA 200.8	NJ
Certified	Yes	DW07.00300	Copper	ICP	EPA 200.7	NJ
Certified	Yes	DW07.00330	Copper	ICP/MS	EPA 200.8	NJ
Certified	Yes	DW07.00340	Iron	ICP	EPA 200.7	NJ
Certified	Yes	DW07.00380	Lead	ICP/MS	EPA 200.8	NJ
Certified	Yes	DW07.00400	Magnesium	ICP	EPA 200.7	NJ
Certified	Yes	DW07.00430	Manganese	ICP	EPA 200.7	NJ
Certified	Yes	DW07.00460	Manganese	ICP/MS	EPA 200.8	NJ
Certified	Yes	DW07.00500	Nickel	ICP	EPA 200.7	NJ
Certified	Yes	DW07.00530	Nickel	ICP/MS	EPA 200.8	NJ
Certified	Yes	DW07.00540	Potassium	ICP	EPA 200.7	NJ
Certified	Yes	DW07.00560	Selenium	ICP/MS	EPA 200.8	NJ
Certified	Yes	DW07.00570	Silica	ICP	EPA 200.7	NJ
Certified	Yes	DW07.00600	Silver	ICP	EPA 200.7	NJ
Certified	Yes	DW07.00630	Silver	ICP/MS	EPA 200.8	NJ
Certified	Yes	DW07.00640	Sodium	ICP	EPA 200.7	NJ
Certified	Yes	DW07.00670	Thallium	ICP/MS	EPA 200.8	NJ
Certified	Yes	DW07.00700	Total hardness	Hardness By Calculation	EPA 200.7	NJ
Certified	Yes	DW07.00740	Uranium	ICP/MS	EPA 200.8	NJ
Certified	Yes	DW07.00770	Zinc	ICP	EPA 200.7	NJ
Certified	Yes	DW07.00800	Zinc	ICP/MS	EPA 200.8	NJ

Category: DW08 --Organic Parameters - Chromatography

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Category: DW08 –Organic Parameters - Chromatography

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	DW08.00710	Dibromo-3-chloropropane (1,2-)	Solvent Extract, GC	EPA 504.1	NJ
Certified	Yes	DW08.00720	Dibromoethane (1,2-) (EDB)	Solvent Extract, GC	EPA 504.1	NJ
Certified	Yes	DW08.00730	Trichloropropane (1,2,3-)	Solvent Extract, GC	EPA 504.1	NJ

Category: DW09 –Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	DW09.02270	Acetone	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02280	Acrylonitrile	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02290	Allyl chloride	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02300	Benzene	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02310	Bromobenzene	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02320	Bromochloromethane	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02330	Bromodichloromethane	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02340	Bromoform	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02350	Bromomethane	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02360	Butanone (2-) [Methyl ethyl ketone]	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02370	Butylbenzene (n-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02380	Carbon disulfide	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02390	Carbon tetrachloride	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02400	Chloroacetonitrile	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02410	Chlorobenzene	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02420	Chlorobutane (1-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02430	Chloroethane	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02440	Chloroform	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02450	Chloromethane	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02460	Chlorotoluene (2-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ

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Category: DW09 –Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	DW09.02470	Chlorotoluene (4-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02480	Dibromo-3-chloropropane (1,2-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02490	Dibromochloromethane	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02500	Dibromoethane (1,2-) (EDB)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02510	Dibromomethane	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02520	Dichloro-2-butene (trans-1,4-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02530	Dichlorobenzene (1,2-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02540	Dichlorobenzene (1,3-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02550	Dichlorobenzene (1,4-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02560	Dichlorodifluoromethane	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02570	Dichloroethane (1,1-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02580	Dichloroethane (1,2-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02590	Dichloroethene (1,1-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02600	Dichloroethene (cis-1,2-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02610	Dichloroethene (trans-1,2-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02620	Dichloropropane (1,2-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02630	Dichloropropane (1,3-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02640	Dichloropropane (2,2-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02650	Dichloropropanone (1,1-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02660	Dichloropropene (1,1-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02670	Dichloropropene (cis-1,3-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02680	Dichloropropene (trans-1,3-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02690	Diethyl ether (Ethyl ether)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02700	Ethyl methacrylate	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02710	Ethylbenzene	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02720	Hexachlorobutadiene (1,3-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02730	Hexachloroethane	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Applied	No	DW09.02740	Hexane (n-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ

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Category: DW09 –Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods.	Primary State
Certified	Yes	DW09.02750	Hexanone (2-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02760	Isopropylbenzene	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02770	Isopropyltoluene (4-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02780	Methacrylonitrile	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02790	Methyl acrylate	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02800	Methyl iodide	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02810	Methyl methacrylate	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02820	Methyl tert-butyl ether	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02830	Methylene chloride (Dichloromethane)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02840	Naphthalene	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02850	Nitrobenzene	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02860	Nitropropane (2-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02870	Pentachloroethane	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02880	Pentanone (4-methyl-2-) (MIBK)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02890	Propionitrile	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02900	Propylbenzene (n-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02910	Sec-butylbenzene	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02920	Styrene	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02930	Tert-butyl alcohol	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02940	Tert-butylbenzene	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02950	Tetrachloroethane (1,1,1,2-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02960	Tetrachloroethane (1,1,2,2-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02970	Tetrachloroethene	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02980	Tetrahydrofuran	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.02990	Toluene	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.03000	Trichlorobenzene (1,2,3-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.03010	Trichlorobenzene (1,2,4-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.03020	Trichlorobenzene (1,3,5-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ

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Laboratory Name: EMSL ANALYTICAL INC Laboratory Number: 03036 Activity ID: NLC 170012  
200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: DW09 –Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	DW09.03030	Trichloroethane (1,1,1-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.03040	Trichloroethane (1,1,2-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.03050	Trichloroethene	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.03060	Trichlorofluoromethane	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.03070	Trichloropropane (1,2,3-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.03080	Trimethylbenzene (1,2,4-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.03090	Trimethylbenzene (1,3,5-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.03100	Vinyl chloride	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Applied	No	DW09.03110	Xylene (m- + p-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Applied	No	DW09.03120	Xylene (o-)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ
Certified	Yes	DW09.03130	Xylenes (total)	GC/MS, P & T or Direct Injection, Capillary	EPA 524.2	NJ

Category: DW10 –Radiochem. - Radioactivity/Radionuclides

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	DW10.00110	Gamma emitters	Gamma Spectrometry	EPA 901.1	NJ
Certified	Yes	DW10.00150	Gross - alpha (incl. Ra & U excl. radon)	48-Hour Rapid Gross Alpha Test	Other ECLS-R-GA, Rev. 8	NJ
Certified	Yes	DW10.00220	Gross - alpha-beta	Proportional or Scintillation	EPA 900.0	NJ
Applied	No	DW10.00240	Plutonium	Radiochemical / Alpha Counting	EPA 907.0	NJ
Applied	No	DW10.00350	Radioactive iodine	Gamma Spectrometry	EPA 901.1	NJ
Certified	Yes	DW10.00410	Radium - 226	Radiochemical	EPA 903.0	NJ
Certified	Yes	DW10.00590	Radium - 228	Precipitation	EPA 904.0	NJ
Applied	No	DW10.00760	Strontium - 89, 90	Total Sr & Strontium 90	EPA 905.0	NJ
Applied	No	DW10.00810	Strontium - 90	Strontium 90	EPA 905.0	NJ
Certified	Yes	DW10.00890	Tritium	Distillation/Liquid Scintillation	EPA 906.0	NJ
Certified	Yes	DW10.00980	Uranium	Co-Precipitation	EPA 908.0	NJ

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Category: DW10 --Radiochem. - Radioactivity/Radionuclides

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Applied	No	DW10.01050	Uranium	Alpha Spectrometry	ASTM D3972	NJ

Category: DW11 --Radon in Drinking Water

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Applied	No	DW11.00010	Radon	Liquid Scintillation	EPA 600/2-87/082	NJ

Category: DW12 --Drinking Water Sample Collection

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	DW12.00001	PWTA Sampling Parameters	All Categories Sample Handling Procedures	Other N.J.A.C. 7:18-6 & 9	NJ

Category: NPW01--Microbiology

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Applied	No	NPW01.00090	Enterococci (ambient water only)	Membrane Filter	SM 9230 C-07	NJ
Certified	Yes	NPW01.00300	Fecal coliform	Membrane Filter (MF), Single Step	SM 9222 D-97	NJ
Certified	Yes	NPW01.00390	Heterotrophic plate count	Pour Plate	SM 9215 B	NJ
Applied	No	NPW01.00470	Salmonella sp. Bacteria	Membrane Filter	SM 9260 D plus EPA 625/R-92/013 Appendix F	NJ

Category: NPW03--Inorganic Parameters

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Category: NPW03-Inorganic Parameters

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW03.00020	Acidity as CaCO <sub>3</sub>	Electrometric or Phenolphthalein	SM 2310 B-11	NJ
Certified	Yes	NPW03.00060	Alkalinity as CaCO <sub>3</sub>	Electrometric or Color Titration	SM 2320 B-11	NJ
Certified	Yes	NPW03.00160	Ammonia	Distillation, Titration	SM 4500-NH <sub>3</sub> B plus C-11	NJ
Certified	Yes	NPW03.00350	Biochemical oxygen demand	Dissolved Oxygen Depletion - Membrane Electrode	SM 5210 B-11	NJ
Certified	Yes	NPW03.00540	Bromide	Ion Chromatography	EPA 300.0	NJ
Certified	Yes	NPW03.00570	Bromide	Ion Chromatography	SW-846 9056	NJ
Certified	Yes	NPW03.00580	Bromide	Ion Chromatography	SW-846 9056A	NJ
Certified	Yes	NPW03.00660	Carbonaceous BOD (CBOD)	Diss. Oxygen Depl., Nitrif. Inhib. - Membrane Electrode	SM 5210 B-11	NJ
Certified	Yes	NPW03.00800	Chemical oxygen demand	Spectrophotometric Manual/Auto	EPA 410.4	NJ
Certified	Yes	NPW03.00820	Chemical oxygen demand	Spectrophotometric Manual/Auto	SM 5220 D-11	NJ
Certified	Yes	NPW03.01100	Chloride	Ion Chromatography	EPA 300.0	NJ
Certified	Yes	NPW03.01150	Chloride	Ion Chromatography	SW-846 9056	NJ
Certified	Yes	NPW03.01160	Chloride	Ion Chromatography	SW-846 9056A	NJ
Certified	Yes	NPW03.01370	Color	Colorimetric (Platinum-Cobalt)	SM 2120 B-11	NJ
Certified	Yes	NPW03.01440	Cyanide	Titrimetric/Manual Spectrophotometric	SW-846 9014	NJ
Certified	Yes	NPW03.01460	Cyanide	Distillation, Spectrophotometric (Manual)	SM 4500-CN B-11 plus E-11	NJ
Certified	Yes	NPW03.01470	Cyanide	Distillation, Spectrophotometric (Manual)	SM 4500-CN C-11 plus E-11	NJ
Certified	Yes	NPW03.01630	Cyanide	Distillation	SW-846 9010C	NJ
Certified	Yes	NPW03.01660	Cyanide - amenable to Cl <sub>2</sub>	Manual Distillation, Titrimetric/Spectro	SM 4500-CN B-11 and G-11	NJ
Certified	Yes	NPW03.01670	Cyanide - amenable to Cl <sub>2</sub>	Manual Distillation, Titrimetric/Spectro	SM 4500-CN C-11 and G-11	NJ
Certified	Yes	NPW03.01720	Cyanide - amenable to Cl <sub>2</sub>	Distillation	SW-846 9010C	NJ
Certified	Yes	NPW03.01930	Fluoride	Ion Chromatography	EPA 300.0	NJ
Certified	Yes	NPW03.01970	Fluoride	Ion Chromatography	SW-846 9056	NJ
Certified	Yes	NPW03.01980	Fluoride	Ion Chromatography	SW-846 9056A	NJ
Certified	Yes	NPW03.02430	Kjeldahl nitrogen - total	Digestion, Distillation, Titration	SM 4500-N Org B-11 plus NH <sub>3</sub> B-11 plus NH <sub>3</sub> C-11	NJ
Certified	Yes	NPW03.02440	Kjeldahl nitrogen - total	Digestion, Distillation, Titration	SM 4500-N Org C-11 plus NH <sub>3</sub> B-11 plus NH <sub>3</sub> C-11	NJ

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Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW03.02580	Nitrate	Ion Chromatography	EPA 300.0	NJ
Certified	Yes	NPW03.02630	Nitrate	Ion Chromatography	SW-846 9056	NJ
Certified	Yes	NPW03.02640	Nitrate	Ion Chromatography	SW-846 9056A	NJ
Certified	Yes	NPW03.03080	Nitrile	Ion Chromatography	EPA 300.0	NJ
Certified	Yes	NPW03.03130	Nitrite	Ion Chromatography	SW-846 9056	NJ
Certified	Yes	NPW03.03140	Nitrite	Ion Chromatography	SW-846 9056A	NJ
Certified	Yes	NPW03.03200	Oil & grease - hem-LL	Gravimetric, Hexane Extractable Material-LL	EPA 1664A	NJ
Certified	Yes	NPW03.03340	Oil & grease - sgt-non polar	Gravimetric, Silica Gel Treated-Hem-LL	EPA 1664A	NJ
Certified	Yes	NPW03.03370	Organic nitrogen	Total Kjeldahl-N Minus Ammonia-N	SM TKN - NH3 method references	NJ
Certified	Yes	NPW03.03390	Organic nitrogen	Total Kjeldahl-N Minus Ammonia-N	EPA TKN - NH3 method references	NJ
Certified	Yes	NPW03.03550	Orthophosphate	Ion Chromatography	EPA 300.0	NJ
Certified	Yes	NPW03.03600	Orthophosphate	Ion Chromatography	SW-846 9056	NJ
Certified	Yes	NPW03.03610	Orthophosphate	Ion Chromatography	SW-846 9056A	NJ
Certified	Yes	NPW03.03760	Phenols	Manual Distillation, Colorimetric 4AAP, Manual	EPA 420.1	NJ
Certified	Yes	NPW03.03790	Phenols	Colorimetric, Man, 4AAP Distillation	SW-846 9065	NJ
Certified	Yes	NPW03.03870	Phosphorus (total)	Persulfate Digestion + Manual	SM 4500-P B5-11 plus E-11	NJ
Certified	Yes	NPW03.04010	Residue - filterable (TDS)	Gravimetric, 180 Degrees C	SM 2540 C-11	NJ
Certified	Yes	NPW03.04050	Residue - nonfilterable (TSS)	Gravimetric, 103-105 Degrees C, Post Washing	SM 2540 D-11	NJ
Certified	Yes	NPW03.04080	Residue - settleable	Volumetric (Imhoff Cone) or Gravimetric	SM 2540 F-11	NJ
Certified	Yes	NPW03.04100	Residue - total	Gravimetric, 103-105 Degrees C	SM 2540 B-11	NJ
Certified	Yes	NPW03.04130	Residue - volatile	Gravimetric, 550 Degrees C	EPA 160.4	NJ
Certified	Yes	NPW03.04240	Specific conductance	Wheatstone Bridge	EPA 120.1	NJ
Certified	Yes	NPW03.04250	Specific conductance	Wheatstone Bridge	SM 2510 B-11	NJ
Certified	Yes	NPW03.04270	Specific conductance	Wheatstone Bridge	SW-846 9050A	NJ
Certified	Yes	NPW03.04490	Sulfate	Ion Chromatography	EPA 300.0	NJ
Certified	Yes	NPW03.04540	Sulfate	Ion Chromatography	SW-846 9056	NJ
Certified	Yes	NPW03.04550	Sulfate	Ion Chromatography	SW-846 9056A	NJ

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Category: NPW03--Inorganic Parameters

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW03.04670	Sulfides	Colorimetric (Methylene Blue)	SM 4500-S B, C plus D-11	NJ
Certified	Yes	NPW03.04690	Sulfides, acid sol. & insol.	Redox Titration	SW-846 9030B	NJ
Certified	Yes	NPW03.04700	Sulfides, acid sol. & insol.	Titration	SW-846 9034	NJ
Certified	Yes	NPW03.04720	Surfactants	Colorimetric (Methylene Blue)	SM 5540 C-11	NJ
Certified	Yes	NPW03.04840	Total organic carbon (TOC)	Heated or UV	SM 5310C-11	NJ
Applied	No	NPW03.04870	Total organic carbon (TOC)	Infrared Spectrometry or FID	SW-846 9060	NJ
Certified	Yes	NPW03.04950	Total, fixed, and volatile solids (SQAR)	Gravimetric, 500 Degrees C	SM 2540 G SM 18th Ed.	NJ
Certified	Yes	NPW03.05010	Turbidity	Nephelometric	EPA 180.1	NJ
Certified	Yes	NPW03.05020	Turbidity	Nephelometric	SM 2130 B-11	NJ

Category: NPW04--Analyze-Immed. and Continuous Monitoring

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW04.00080	Chlorine	Spectrophotometric, DPD	SM 4500-Cl G-11	NJ
Certified	Yes	NPW04.00230	Oxygen (dissolved)	Membrane Electrode	SM 4500-O G-11	NJ
Certified	Yes	NPW04.00310	Oxygen (dissolved)	Winkler, Azide Modification	SM 4500-O C-11	NJ
Certified	Yes	NPW04.00380	pH	Electrometric	SM 4500-H B-11	NJ
Certified	Yes	NPW04.00410	pH (corrosivity)	Aqueous, Electrometric	SW-846 9040B	NJ
Certified	Yes	NPW04.00420	pH (corrosivity)	Aqueous, Electrometric	SW-846 9040C	NJ
Certified	Yes	NPW04.00430	pH	Wide Range pH Paper	SW-846 9041A	NJ
Applied	No	NPW04.00470	Sulfite - SO3	Titrimetric, Iodine-Iodate	SM 4500-SO3 B-11	NJ
Certified	Yes	NPW04.00490	Temperature	Thermometric	SM 2550 B-00	NJ

Category: NPW05--Asbestos Analysis

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Category: NPW05-Asbestos Analysis

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW05.00060	Asbestos	Transmission Electron Microscopy	EPA 100.1	NJ

Category: NPW06-Metals - NPW Preparation Methods

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW06.00020	Metals	TCLP, Toxicity Procedure, Shaker	SW-846 1311	NJ
Certified	Yes	NPW06.00050	Metals, Total Rec and Dissolved	Acid Digestion/Surface and Groundwater, ICP, FLAA	SW-846 3005A	NJ
Certified	Yes	NPW06.00060	Metals, Total	Acid Digestion/Aqueous Samples, ICP, FLAA	SW-846 3010A	NJ
Certified	Yes	NPW06.00070	Metals	Acid Digestion For GFAA, Micro asst Aqueous	SW-846 3015	NJ
Certified	Yes	NPW06.00080	Metals	Acid Digestion For GFAA, Micro asst Aqueous	SW-846 3015A	NJ
Certified	Yes	NPW06.00090	Metals	Acid Digestion For GFAA, Aqueous	SW-846 3020A	NJ

Category: NPW07-Metals

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Applied	No	NPW07.00160	Antimony	Digestion, Platform Furnace	EPA 200.9	NJ
Applied	No	NPW07.00310	Arsenic	Digestion, Platform Furnace	EPA 200.9	NJ
Applied	No	NPW07.00570	Cadmium	AA	SW-846 7000B	NJ
Applied	No	NPW07.00570	Cadmium	AA	SW-846 7196A	NJ
Certified	Yes	NPW07.01000	Chromium (VI)	Colorimetric	SM 3500-Cr B-11	NJ
Certified	Yes	NPW07.01020	Chromium (VI)	0.45u Filter, Colorimetric DPC	SM 3500-Cr B-11	NJ
Certified	Yes	NPW07.01020	Chromium (VI)	Ion Chromatography	SW-846 7199	NJ
Applied	No	NPW07.01050	Chromium (VI)	Ion Chromatography	SW-846 7199	NJ
Applied	No	NPW07.01050	Chromium (VI)	0.45u Filter, Ion Chromatography	EPA 218.6	NJ
Applied	No	NPW07.01080	Chromium (VI)	0.45u Filter, Ion Chromatography	EPA 218.6	NJ
Applied	No	NPW07.01080	Chromium (VI)	Digestion, AA Direct	SM 3111 B-11	NJ
Certified	Yes	NPW07.01430	Gold	Digestion, AA Direct	SM 3111 B-11	NJ

KEY: AE = Air and Emissions, BT = Biological Tissues, DW = Drinking Water, NPW = Non-Potable Water, SCM = Solid and Chemical Materials

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Category: NPW07-Metals

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Certified	Yes	NPW07.01700	Lead	AA	SW-846 7000B	NJ
Certified	Yes	NPW07.01710	Lead	AA	SW-846 7420	NJ
Certified	Yes	NPW07.01760	Lead	Digestion, AA Direct	SM 3111 B-11	NJ
Certified	Yes	NPW07.01770	Lead	Digestion, AA Direct	SM-3114 C-11	NJ
Certified	Yes	NPW07.01780	Lead	AA, Graphite Furnace	SW-846 7010	NJ
Certified	Yes	NPW07.01790	Lead	AA, Graphite Furnace	SW-846 7421	NJ
Certified	Yes	NPW07.01840	Lead	Digestion, Platform Furnace	EPA 200.9	NJ
Certified	Yes	NPW07.02160	Mercury	Manual Cold Vapor	EPA 245.1	NJ
Certified	Yes	NPW07.02170	Mercury	Manual Cold Vapor	SM 3112 B-11	NJ
Certified	Yes	NPW07.02190	Mercury - liquid waste	AA, Manual Cold Vapor	SW-846 7470A	NJ
Certified	Yes	NPW07.02520	Palladium	Digestion, AA Direct	SM 3111 B-11	NJ
Certified	Yes	NPW07.02540	Platinum	Digestion, AA Direct	SM 3111 B-11	NJ
Applied	No	NPW07.02800	Selenium	Digestion, Platform Furnace	EPA 200.9	NJ
Applied	No	NPW07.03170	Thallium	Digestion, Platform Furnace	EPA 200.9	NJ

Category: NPW08-Metals - ICP, ICP/MS and DCP

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW08.00001	Aluminum	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.00010	Aluminum	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.00012	Aluminum	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.00050	Aluminum	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.00070	Aluminum	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.00080	Aluminum	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.00082	Aluminum	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.00130	Aluminum	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.00170	Antimony	ICP	SW-846 6010B	NJ

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Category: NPW08-Metals - ICP, ICP/MS and DCP

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW08.00180	Antimony	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.00182	Antimony	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.00220	Antimony	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.00240	Antimony	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.00250	Antimony	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.00252	Antimony	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.00300	Antimony	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.00330	Arsenic	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.00340	Arsenic	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.00342	Arsenic	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.00370	Arsenic	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.00390	Arsenic	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.00400	Arsenic	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.00402	Arsenic	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.00450	Arsenic	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.00470	Barium	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.00480	Barium	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.00482	Barium	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.00510	Barium	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.00530	Barium	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.00540	Barium	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.00542	Barium	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.00590	Barium	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.00630	Beryllium	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.00640	Beryllium	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.00642	Beryllium	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.00680	Beryllium	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.00700	Beryllium	ICP/MS	SW-846 6020	NJ

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Category: NPW08-Metals - ICP, ICP/MS and DCP

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW08.00710	Beryllium	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.00712	Beryllium	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.00760	Beryllium	Digestion, ICP/MS	EPA 200.8	NJ
Applied	No	NPW08.00810	Boron	ICP	SW-846 6010B	NJ
Applied	No	NPW08.00820	Boron	ICP	SW-846 6010C	NJ
Applied	No	NPW08.00822	Boron	ICP	SW-846 6010D	NJ
Applied	No	NPW08.00860	Boron	ICP	EPA 200.7	NJ
Certified	Yes	NPW08.00880	Boron	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.00890	Boron	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.00892	Boron	ICP/MS	SW-846 6020B	NJ
Applied	No	NPW08.00940	Boron	ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.00970	Cadmium	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.00980	Cadmium	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.00982	Cadmium	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.01030	Cadmium	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.01050	Cadmium	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.01060	Cadmium	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.01062	Cadmium	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.01110	Cadmium	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.01160	Calcium	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.01170	Calcium	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.01172	Calcium	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.01200	Calcium	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.01220	Calcium	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.01230	Calcium	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.01232	Calcium	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.01270	Calcium	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.01300	Chromium	ICP	SW-846 6010B	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW08-Metals - ICP, ICP/MS and DCP

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW08.01310	Chromium	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.01312	Chromium	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.01350	Chromium	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.01370	Chromium	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.01380	Chromium	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.01382	Chromium	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.01430	Chromium	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.01490	Cobalt	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.01500	Cobalt	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.01502	Cobalt	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.01530	Cobalt	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.01550	Cobalt	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.01560	Cobalt	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.01562	Cobalt	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.01610	Cobalt	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.01640	Copper	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.01650	Copper	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.01652	Copper	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.01690	Copper	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.01710	Copper	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.01720	Copper	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.01722	Copper	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.01770	Copper	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.01890	Hardness - total as CaCO3	Ca + Mg Carbonates, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.01990	Iron	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.02000	Iron	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.02002	Iron	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.02040	Iron	Digestion, ICP	EPA 200.7	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW08--Metals - ICP, ICP/MS and DCP

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW08.02060	Iron	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.02070	Iron	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.02072	Iron	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.02110	Iron	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.02160	Lead	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.02170	Lead	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.02172	Lead	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.02172	Lead	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.02210	Lead	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.02230	Lead	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.02240	Lead	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.02242	Lead	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.02290	Lead	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.02350	Lithium	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.02360	Lithium	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.02362	Lithium	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.02370	Magnesium	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.02380	Magnesium	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.02382	Magnesium	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.02382	Magnesium	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.02420	Magnesium	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.02440	Magnesium	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.02450	Magnesium	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.02452	Magnesium	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.02490	Magnesium	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.02530	Manganese	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.02540	Manganese	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.02542	Manganese	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.02580	Manganese	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.02600	Manganese	ICP/MS	SW-846 6020	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW08-Metals - ICP, ICP/MS and DCP

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW08.02610	Manganese	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.02612	Manganese	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.02660	Manganese	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.02710	Molybdenum	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.02720	Molybdenum	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.02722	Molybdenum	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.02750	Molybdenum	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.02770	Molybdenum	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.02780	Molybdenum	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.02782	Molybdenum	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.02830	Molybdenum	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.02860	Nickel	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.02870	Nickel	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.02872	Nickel	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.02910	Nickel	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.02930	Nickel	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.02940	Nickel	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.02942	Nickel	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.02990	Nickel	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.03060	Phosphorus	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.03070	Phosphorus	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.03072	Phosphorus	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.03130	Potassium	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.03140	Potassium	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.03142	Potassium	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.03150	Potassium	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.03200	Potassium	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.03220	Potassium	ICP/MS	SW-846 6020	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW08-Metals - ICP, ICP/MS and DCP

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW08.03230	Potassium	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.03232	Potassium	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.03270	Selenium	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.03280	Selenium	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.03282	Selenium	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.03310	Selenium	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.03330	Selenium	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.03340	Selenium	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.03342	Selenium	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.03390	Selenium	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.03440	Silica - dissolved	0.45u Filtration + ICP	EPA 200.7	NJ
Applied	No	NPW08.03512	Silicon	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.03520	Silver	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.03530	Silver	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.03532	Silver	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.03570	Silver	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.03590	Silver	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.03600	Silver	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.03602	Silver	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.03650	Silver	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.03700	Sodium	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.03710	Sodium	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.03712	Sodium	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.03740	Sodium	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.03760	Sodium	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.03770	Sodium	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.03772	Sodium	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.03810	Sodium	Digestion, ICP/MS	EPA 200.8	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW08--Metals - ICP, ICP/MS and DCP

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW08.03850	Strontium	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.03860	Strontium	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.03862	Strontium	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.03870	Strontium	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.03880	Strontium	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.03882	Strontium	ICP/MS	SW-846 6020B	NJ
Applied	No	NPW08.03890	Strontium	ICP/MS	User Defined EPA 200.8	NJ
Certified	Yes	NPW08.03920	Thallium	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.03930	Thallium	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.03932	Thallium	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.03950	Thallium	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.03970	Thallium	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.03980	Thallium	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.03982	Thallium	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.04030	Thallium	Digestion, ICP/MS	EPA 200.8	NJ
Applied	No	NPW08.04090	Thorium	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.04100	Tin	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.04110	Tin	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.04112	Tin	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.04130	Tin	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.04140	Tin	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.04150	Tin	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.04152	Tin	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.04190	Tin	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.04200	Titanium	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.04210	Titanium	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.04212	Titanium	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.04220	Titanium	Digestion, ICP	EPA 200.7	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW08-Metals - ICP, ICP/MS and DCP

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW08.04230	Titanium	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.04240	Titanium	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.04242	Titanium	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.04280	Titanium	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.04310	Tungsten	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.04320	Tungsten	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.04332	Tungsten	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.04350	Uranium	Digestion, ICP/MS	EPA 200.8	NJ
Applied	No	NPW08.04374	Uranium	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.04380	Vanadium	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.04390	Vanadium	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.04392	Vanadium	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.04430	Vanadium	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.04450	Vanadium	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.04460	Vanadium	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.04462	Vanadium	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.04510	Vanadium	Digestion, ICP/MS	EPA 200.8	NJ
Certified	Yes	NPW08.04560	Zinc	ICP	SW-846 6010B	NJ
Certified	Yes	NPW08.04570	Zinc	ICP	SW-846 6010C	NJ
Certified	Yes	NPW08.04572	Zinc	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.04572	Zinc	Digestion, ICP	EPA 200.7	NJ
Certified	Yes	NPW08.04610	Zinc	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.04630	Zinc	ICP/MS	SW-846 6020A	NJ
Certified	Yes	NPW08.04640	Zinc	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.04642	Zinc	ICP/MS	SW-846 6020B	NJ
Certified	Yes	NPW08.04690	Zinc	Digestion, ICP/MS	EPA 200.8	NJ
Applied	No	NPW08.04744	Zirconium	ICP	SW-846 6010D	NJ
Certified	Yes	NPW08.04760	Zirconium	ICP/MS	SW-846 6020	NJ
Certified	Yes	NPW08.04772	Zirconium	ICP/MS	SW-846 6020B	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW08--Metals - ICP, ICP/MS and DCP

Category: NPW09--Organics - NPW Preparation Methods

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Applied	No	NPW09.00020	Organics	EP Toxicity Test	SW-846 1310A	NJ
Certified	Yes	NPW09.00040	Organics	Synthetic PPT Leachate Procedure	SW-846 1312	NJ
Certified	Yes	NPW09.00080	Semivolatile organics	TCLP, Toxicity Procedure, Shaker	SW-846 1311	NJ
Certified	Yes	NPW09.00090	Semivolatile organics	Separatory Funnel Extraction	SW-846 3510C	NJ
Certified	Yes	NPW09.00110	Semivolatile organics	Continuous Liquid-Liquid Extraction	SW-846 3520C	NJ
Certified	Yes	NPW09.00290	Volatile organics	TCLP, Toxicity Procedure, ZHE	SW-846 1311	NJ
Certified	Yes	NPW09.00330	Volatile organics	Purge & Trap Aqueous	SW-846 5030B	NJ
Certified	Yes	NPW09.00340	Volatile organics	Purge & Trap Aqueous	SW-846 5030C	NJ

Category: NPW10--Organic Parameters - Chromatography

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW10.03360	Aldrin	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03370	Alpha BHC	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03380	Beta BHC	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03390	Chlordane	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03400	Chlordane (alpha) (cis-)	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03410	Chlordane (gamma) (trans-)	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03430	DDD (4,4'-)	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03440	DDE (4,4'-)	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03450	DDT (4,4'-)	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03460	Delta BHC	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03470	Dieldrin	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03480	Endosulfan I	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03490	Endosulfan II	Extract/GC (ECD)	EPA 608	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW10-Organic Parameters - Chromatography

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW10.03500	Endosulfan sulfate	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03510	Endrin	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03520	Endrin aldehyde	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03530	Endrin ketone	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03550	Heptachlor	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03560	Heptachlor epoxide	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03570	Lindane (gamma BHC)	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03590	PCB 1016	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03600	PCB 1221	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03610	PCB 1232	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03620	PCB 1242	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03630	PCB 1248	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03640	PCB 1254	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03650	PCB 1260	Extract/GC (ECD)	EPA 608	NJ
Certified	Yes	NPW10.03660	Toxaphene	Extract/GC (ECD)	EPA 608	NJ
Applied	No	NPW10.06060	Extractable Petroleum Hydrocarbons	Extraction, GC, FID	Other NJDEP EPH 10/08, Rev. 3	NJ
Certified	Yes	NPW10.06070	Petroleum Organics	Extraction, GC, FID	Other NJ-OQA-QAM-025, Rev. 7	NJ
Certified	Yes	NPW10.07210	Mirex	Extract/GC (ECD)	SM 6630 B-00	NJ
Certified	Yes	NPW10.07550	Mirex	Extract/GC (ECD)	SM 6630 C-00	NJ
Certified	Yes	NPW10.07680	Dibromo-3-chloropropane (1,2-)	Extract/GC (ECD)	SW-846 8011	NJ
Certified	Yes	NPW10.07690	Dibromoethane (1,2-) (EDB)	Extract/GC (ECD)	SW-846 8011	NJ
Certified	Yes	NPW10.07700	Trichloropropane (1,2,3-)	Extract/GC (ECD)	SW-846 8011	NJ
Certified	Yes	NPW10.07770	Diesel range organic	Extraction, GC, FID	SW-846 8015B	NJ
Certified	Yes	NPW10.07790	Ethyl alcohol	GC, Direct Injection, FID	SW-846 8015B	NJ
Certified	Yes	NPW10.07800	Ethylene glycol	GC, Direct Injection, FID	SW-846 8015B	NJ
Certified	Yes	NPW10.07810	Ethylene Oxide	GC, Direct Injection, FID	SW-846 8015B	NJ
Certified	Yes	NPW10.07820	Gasoline range organic	GC P&T, FID	SW-846 8015B	NJ
Certified	Yes	NPW10.07850	Methyl alcohol (Methanol)	GC, Direct Injection, FID	SW-846 8015B	NJ

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Laboratory Name: EMSL ANALYTICAL INC Laboratory Number: 03036 Activity ID: NLC 170012  
200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW10—Organic Parameters - Chromatography

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW10.08030	Diesel range organic	Extraction, GC, FID	SW-846 8015C	NJ
Certified	Yes	NPW10.08060	Ethyl alcohol	GC, Direct Injection, FID	SW-846 8015C	NJ
Certified	Yes	NPW10.08070	Ethylene glycol	GC, Direct Injection, FID	SW-846 8015C	NJ
Certified	Yes	NPW10.08080	Ethylene Oxide	GC, Direct Injection, FID	SW-846 8015C	NJ
Certified	Yes	NPW10.08100	Gasoline range organic	GC P&T, FID	SW-846 8015C	NJ
Certified	Yes	NPW10.08140	Methyl alcohol (Methanol)	GC, Direct Injection, FID	SW-846 8015C	NJ
Certified	Yes	NPW10.08360	Diesel range organic	Extraction, GC, FID	SW-846 8015D	NJ
Applied	No	NPW10.08370	Diethylene glycol	GC, Direct Injection, FID	SW-846 8015D	NJ
Certified	Yes	NPW10.08400	Ethyl alcohol	GC, Direct Injection, FID	SW-846 8015D	NJ
Certified	Yes	NPW10.08410	Ethylene glycol	GC, Direct Injection, FID	SW-846 8015D	NJ
Certified	Yes	NPW10.08420	Ethylene Oxide	GC, Direct Injection, FID	SW-846 8015D	NJ
Certified	Yes	NPW10.08440	Gasoline range organic	GC P&T, FID	SW-846 8015D	NJ
Certified	Yes	NPW10.08480	Methyl alcohol (Methanol)	GC, Direct Injection, FID	SW-846 8015D	NJ
Applied	No	NPW10.08560	Propylene glycol	GC, Direct Injection, FID	SW-846 8015D	NJ
Applied	No	NPW10.08620	Triethylene glycol	GC, Direct Injection, FID	SW-846 8015D	NJ
Certified	Yes	NPW10.09480	Aldrin	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09490	Alpha BHC	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09510	Beta BHC	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09520	Chlordane (alpha) (cis-)	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09530	Chlordane (gamma) (trans-)	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09540	Chlordane (technical)	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09610	DDD (4,4'-)	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09620	DDE (4,4'-)	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09630	DDT (4,4'-)	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09640	Delta BHC	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09650	Dieldrin	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09660	Endosulfan I	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09670	Endosulfan II	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ

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Category: NPW10—Organic Parameters - Chromatography

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW10.09680	Endosulfan sulfate	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09690	Endrin	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09700	Endrin aldehyde	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09710	Endrin ketone	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09730	Heptachlor	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09740	Heptachlor epoxide	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09770	Lindane (gamma BHC)	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09780	Methoxychlor	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09810	Mirex	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09850	Toxaphene	GC, Extraction, ECD or HECD, Capillary	SW-846 8081A	NJ
Certified	Yes	NPW10.09880	Aldrin	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.09890	Alpha BHC	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.09910	Beta BHC	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.09920	Chlordane (alpha) (cis-)	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.09930	Chlordane (gamma) (trans-)	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.09940	Chlordane (technical)	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.10010	DDD (4,4'-)	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.10020	DDE (4,4'-)	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.10030	DDT (4,4'-)	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.10040	Delta BHC	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.10050	Dieldrin	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.10060	Endosulfan I	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.10070	Endosulfan II	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.10080	Endosulfan sulfate	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.10090	Endrin	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.10100	Endrin aldehyde	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.10110	Endrin ketone	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.10130	Heptachlor	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ

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Category: NPW10--Organic Parameters - Chromatography

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW10.10140	Heptachlor epoxide	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.10170	Lindane (gamma BHC)	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.10180	Methoxychlor	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.10210	Mirex	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.10250	Toxaphene	GC, Extraction, ECD or HECD, Capillary	SW-846 8081B	NJ
Certified	Yes	NPW10.10270	Chlorobiphenyl (2-) (PCB 1)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10280	Dichlorobiphenyl (2,3-) (PCB 5)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10290	Trichlorobiphenyl (2,2',5-) (PCB 18)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10300	Trichlorobiphenyl (2,4',5-) (PCB 31)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10310	Tetrachlorobiphenyl (2,2',3,5-) (PCB 44)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10320	Tetrachlorobiphenyl (2,2',5,5-) (PCB 52)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10330	Tetrachlorobiphenyl (2,3',4,4'-) (PCB 66)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10340	Pentachlorobiphenyl (2,2',3,4,5'-) (PCB 87)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10350	Pentachlorobiphenyl (2,2',4,5,5'-) (PCB 101)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10360	Pentachlorobiphenyl (2,3,3',4',6-) (PCB 110)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10390	Hexachlorobiphenyl (2,2',3,4,4',5-) (PCB 138)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10400	Hexachlorobiphenyl (2,2',3,4,5,5'-) (PCB 141)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10410	Hexachlorobiphenyl (2,2',3,5,5',6-) (PCB 151)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10420	Hexachlorobiphenyl (2,2',4,4',5,5'-) (PCB 153)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10430	Heptachlorobiphenyl (2,2',3,3',4,4',5-) (PCB 170)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ

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CINNAMINSON NJ 08077

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Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW10.10440	Heptachlorobiphenyl (2,2',3,4,4',5,5'-) (PCB 180)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10450	Heptachlorobiphenyl (2,2',3,4,4',5',6-) (PCB 183)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10460	Heptachlorobiphenyl (2,2',3,4',5,5',6-) (PCB 187)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10470	Nonachlorobiphenyl (2,2',3,3',4,4',5,5',6-) (PCB 206)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10480	PCB 1016	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10490	PCB 1221	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10500	PCB 1232	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10510	PCB 1242	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10520	PCB 1248	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10530	PCB 1254	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10540	PCB 1260	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10550	PCB 1262	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10550	PCB 1268	GC, Extraction, ECD or HECD, Capillary	SW-846 8082	NJ
Certified	Yes	NPW10.10570	Chlorobiphenyl (2-) (PCB 1)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10580	Dichlorobiphenyl (2,3-) (PCB 5)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10590	Trichlorobiphenyl (2,2',5-) (PCB 18)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10600	Trichlorobiphenyl (2,4',5-) (PCB 31)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10610	Tetrachlorobiphenyl (2,2',3,5-) (PCB 44)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10620	Tetrachlorobiphenyl (2,2',5,5'-) (PCB 52)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10630	Tetrachlorobiphenyl (2,3',4,4'-) (PCB 66)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10640	Pentachlorobiphenyl (2,2',3,4,5'-) (PCB 87)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10650	Pentachlorobiphenyl (2,2',4,5,5'-) (PCB 101)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ

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Category: NPW10--Organic Parameters - Chromatography

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW10.10660	Pentachlorobiphenyl (2,3,3',4',6-) (PCB 110)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10690	Hexachlorobiphenyl (2,2',3,4,4',5'-) (PCB 138)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10700	Hexachlorobiphenyl (2,2',3,4,5,5'-) (PCB 141)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10710	Hexachlorobiphenyl (2,2',3,5,5',6-) (PCB 151)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10720	Hexachlorobiphenyl (2,2',4,4',5,5'-) (PCB 153)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10730	Heptachlorobiphenyl (2,2',3,3',4,4', 5-) (PCB 170)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10740	Heptachlorobiphenyl (2,2',3,4,4', 5,5'-) (PCB 180)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10750	Heptachlorobiphenyl (2,2',3,4,4',5', 6-) (PCB 183)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10760	Heptachlorobiphenyl (2,2',3,4',5,5', 6-) (PCB 187)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10770	Nonachlorobiphenyl (2,2',3,3',4,4', 5,5',6-) (PCB 206)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10780	PCB 1016	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10790	PCB 1221	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10800	PCB 1232	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10810	PCB 1242	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10820	PCB 1248	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10830	PCB 1254	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10840	PCB 1280	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10850	PCB 1262	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.10860	PCB 1268	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	NPW10.12230	D (2,4-)	GC, Extraction, ECD, Capillary	SW-846 8151A	NJ
Certified	Yes	NPW10.12380	TP (2,4,5-) (Silvex)	GC, Extraction, ECD, Capillary	SW-846 8151A	NJ
Applied	No	NPW10.12570	Formaldehyde	HPLC, Extraction, Derivatization	SW-846 8315A	NJ

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Category: NPW10—Organic Parameters - Chromatography

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW10.14320	Methoxychlor	Extract/GC (ECD)	User Defined EPA 608	NJ
Certified	Yes	NPW10.14660	Isodrin	GC	User Defined SM6330 B & C	NJ

Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.07870	Acetone	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.07890	Acrolein	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.07900	Acrylonitrile	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.07940	Benzene	GC/MS, P & T, Capillary Column	EPA 624	NJ
Applied	No	NPW11.07950	Bromobenzene	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.07970	Bromodichloromethane	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.07990	Bromoform	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08000	Bromomethane	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08030	Butanone (2-) [Methyl ethyl ketone]	GC/MS, P & T, Capillary Column	EPA 624	NJ
Applied	No	NPW11.08070	Butylbenzene (n-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08080	Carbon disulfide	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08090	Carbon tetrachloride	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08100	Chlorobenzene	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08110	Chloroethane	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08120	Chloroethyl vinyl ether (2-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08130	Chloroform	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08140	Chloromethane	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08150	Chlorotoluene (2-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08160	Chlorotoluene (4-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08200	Dibromo-3-chloropropane (1,2-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08210	Dibromochloromethane	GC/MS, P & T, Capillary Column	EPA 624	NJ

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Category: NPW11--Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.08220	Dibromoethane (1,2-) (EDB)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08230	Dibromomethane	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08250	Dichloro-2-butene (trans-1,4-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08260	Dichlorobenzene (1,2-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08270	Dichlorobenzene (1,3-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08280	Dichlorobenzene (1,4-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08290	Dichloroethane (1,1-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08300	Dichloroethane (1,2-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08310	Dichloroethene (1,1-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08320	Dichloroethene (cis-1,2-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08330	Dichloroethene (trans-1,2-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08340	Dichloropropane (1,2-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08350	Dichloropropane (1,3-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08360	Dichloropropane (2,2-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08380	Dichloropropene (cis-1,3-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08390	Dichloropropene (trans-1,3-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08410	Diisopropyl Ether [DIPE]	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08460	Ethylbenzene	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08490	Hexachlorobutadiene (1,3-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08510	Hexanone (2-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08570	Isopropylbenzene	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08580	Isopropyltoluene (4-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08630	Methyl isobutyl ketone (MIBK)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08650	Methyl tert-butyl ether	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08670	Methylene chloride (Dichloromethane)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08720	Propylbenzene (n-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08730	Sec-butylbenzene	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08740	Styrene	GC/MS, P & T, Capillary Column	EPA 624	NJ

New Jersey Department of Environment Protection  
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Annual Certified Parameter List and Current Status

Effective as of 1/02/2018 until 6/30/2018

Laboratory Name: EMSL ANALYTICAL INC Laboratory Number: 03036 Activity ID: NLC 170012  
200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11--Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.08770	Tert-butyl alcohol	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08780	Tert-butylbenzene	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08790	Tetrachloroethane (1,1,1,2-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08800	Tetrachloroethane (1,1,2,2-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08810	Tetrachloroethene	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08830	Toluene	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08840	Trichloro (1,1,2-) trifluoroethane (1,2,2-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08850	Trichlorobenzene (1,2,3-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08860	Trichloroethane (1,1,1-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08870	Trichloroethane (1,1,2-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08880	Trichloroethene	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08890	Trichlorofluoromethane	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08900	Trichloropropane (1,2,3-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08920	Trimethylbenzene (1,2,4-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08930	Trimethylbenzene (1,3,5-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08940	Vinyl acetate	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08950	Vinyl chloride	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08960	Xylene (m- + p-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.08980	Xylene (o-)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.09000	Xylenes (total)	GC/MS, P & T, Capillary Column	EPA 624	NJ
Certified	Yes	NPW11.09010	Acenaphthene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09020	Acenaphthylene	Extract, GC/MS	EPA 625	NJ
Applied	No	NPW11.09030	Acetophenone	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09070	Aniline	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09080	Anthracene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09110	Benzidine	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09120	Benzo(a)anthracene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09130	Benzo(a)pyrene	Extract, GC/MS	EPA 625	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11-Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.09140	Benzo(b)fluoranthene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09150	Benzo(ghi)perylene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09170	Benzo(k)fluoranthene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09180	Benzoic acid	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09210	Bis (2-chloroethoxy) methane	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09220	Bis (2-chloroethyl) ether	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09230	Bis(2-chloroisopropyl)ether[2,2'-oxybis(1-chloropropane)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09240	Bis (2-ethylhexyl) phthalate	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09250	Bromophenyl-phenyl ether (4-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09260	Butylbenzylphthalate	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09270	Carbazole	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09280	Chloroaniline (4-)	Extract, GC/MS	EPA 625	NJ
Applied	No	NPW11.09300	Chloronaphthalene (1-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09310	Chloronaphthalene (2-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09320	Chlorophenol (2-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09330	Chlorophenyl-phenyl ether (4-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09340	Chrysene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09350	Decane (n-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09410	Dibenzo(a,h)anthracene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09440	Dibenzofuran	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09460	Dichlorobenzidine (3,3'-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09470	Dichlorophenol (2,4-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09490	Diethyl phthalate	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09520	Dimethyl phthalate	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09550	Dimethylphenol (2,4-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09560	Di-n-butyl phthalate	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09570	Dinitrobenzene (1,3-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09580	Dinitrophenol (2,4-)	Extract, GC/MS	EPA 625	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.09590	Dinitrophenol (2-methyl-4,6-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09600	Dinitrotoluene (2,4-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09610	Dinitrotoluene (2,6-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09620	Di-n-octyl phthalate	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09640	Diphenylhydrazine (1,2-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09650	Docosane (n-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09660	Dodecane (n-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09670	Eicosane (n-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09690	Fluoranthene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09700	Fluorene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09710	Hexachlorobenzene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09720	Hexachlorobutadiene (1,3-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09730	Hexachlorocyclopentadiene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09740	Hexachloroethane	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09770	Hexadecane (n-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09780	Indeno(1,2,3-cd)pyrene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09790	Isophorone	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09860	Methyl phenol (4-chloro-3-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09880	Methylnaphthalene (2-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09900	Methylphenol (2-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09920	Methylphenol (4-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09930	Naphthalene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09970	Nitroaniline (2-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09980	Nitroaniline (3-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.09990	Nitroaniline (4-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10000	Nitrobenzene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10010	Nitrophenol (2-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10020	Nitrophenol (4-)	Extract, GC/MS	EPA 625	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.10030	N-Nitrosodiethylamine	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10040	N-Nitrosodimethylamine	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10050	N-Nitroso-di-n-butylamine	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10060	N-Nitroso-di-n-propylamine	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10070	N-Nitrosodiphenylamine	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10110	N-Nitrosopyrrolidine	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10120	Octadecane (n-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10200	Pentachlorobenzene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10230	Pentachlorophenol	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10250	Phenanthrene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10260	Phenol	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10320	Pyrene	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10330	Pyridine	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10390	Tetrachlorobenzene (1,2,4,5-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10400	Tetrachlorophenol (2,3,4,6-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10410	Tetradecane (n-)	Extract, GC/MS	EPA 625	NJ
Applied	No	NPW11.10420	Toluidine (2-) (2-Methylaniline)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10440	Trichlorobenzene (1,2,4-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10460	Trichlorophenol (2,4,5-)	Extract, GC/MS	EPA 625	NJ
Certified	Yes	NPW11.10470	Trichlorophenol (2,4,6-)	Extract, GC/MS	EPA 625	NJ
Applied	No	NPW11.10680	TCDD (2,3,7,8-)	GC/MS	EPA 625 (screen only)	NJ
Applied	No	NPW11.10700	Extractable Petroleum Hydrocarbons	Extraction, GC/MS, Capillary	Other NJDEP EPH 10/08, Rev. 3	NJ
Certified	Yes	NPW11.13110	Acetone	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13120	Acetonitrile	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13130	Acrolein	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13140	Acrylonitrile	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.13150	Allyl chloride	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13180	Benzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ

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CINNAMINSON NJ 08077

Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.13200	Bromobenzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13210	Bromochloromethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13220	Bromodichloromethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13240	Bromoform	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13250	Bromomethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13290	Butanone (2-) [Methyl ethyl ketone]	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13330	Butylbenzene (n-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13340	Carbon disulfide	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13350	Carbon tetrachloride	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13360	Chlorobenzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13370	Chloroethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13380	Chloroethyl vinyl ether (2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13390	Chloroform	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13400	Chloromethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13410	Chlorotoluene (2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13420	Chlorotoluene (4-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.13440	Cyclohexanone	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13450	Dibromo-3-chloropropane (1,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13460	Dibromochloromethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13470	Dibromoethane (1,2-) (EDB)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13480	Dibromomethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13500	Dichloro-2-butene (trans-1,4-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13510	Dichlorobenzene (1,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13520	Dichlorobenzene (1,3-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13530	Dichlorobenzene (1,4-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13540	Dichlorodifluoromethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13550	Dichloroethane (1,1-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13560	Dichloroethane (1,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11--Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.13570	Dichloroethene (1,1-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13580	Dichloroethene (cis-1,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13590	Dichloroethene (trans-1,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13600	Dichloropropane (1,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13610	Dichloropropane (1,3-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13620	Dichloropropane (2,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13630	Dichloropropene (1,1-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13640	Dichloropropene (cis-1,3-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13650	Dichloropropene (trans-1,3-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.13660	Diethyl ether (Ethyl ether)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.13680	Dioxane (1,4-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.13700	Ethyl acetate	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.13710	Ethyl methacrylate	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13720	Ethylbenzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.13730	Ethyl-tert-butyl Ether [ETBE]	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.13740	Heptane (n-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13750	Hexachlorobutadiene (1,3-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13760	Hexachloroethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.13770	Hexane (n-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13780	Hexanone (2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.13800	Isopropanol	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13820	Isopropylbenzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13830	Isopropyltoluene (4-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13850	Methyl acetate	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.13860	Methyl acrylate	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13870	Methyl iodide	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.13880	Methyl methacrylate	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13890	Methyl tert-butyl ether	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ

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Laboratory Name: EMSL ANALYTICAL INC Laboratory Number: 03036 Activity ID: NLC 170012  
200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Applied	No	NPW11.13900	Methylcyclohexane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13910	Methylene chloride (Dichloromethane)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.13940	Naphthalene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.13950	Nitrobenzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.13960	Nitropropane (2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.13990	Pentachloroethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14010	Pentanone (4-methyl-2-) (MIBK)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.14020	Propionitrile	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14030	Propylbenzene (n-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14040	Sec-butylbenzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14050	Styrene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.14060	tert-Amylmethyl ether [TAME]	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14070	Tert-butyl alcohol	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14080	Tert-butylbenzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14090	Tetrachloroethane (1,1,1,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14100	Tetrachloroethane (1,1,2,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14110	Tetrachloroethene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Applied	No	NPW11.14120	Tetrahydrofuran	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14130	Toluene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14150	Trichloro (1,1,2-) trifluoroethane (1,2,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14160	Trichlorobenzene (1,2,3-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14170	Trichlorobenzene (1,2,4-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14180	Trichloroethane (1,1,1-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14190	Trichloroethane (1,1,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14200	Trichloroethene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14210	Trichlorofluoromethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14220	Trichloropropane (1,2,3-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.14240	Trimethylbenzene (1,2,4-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14250	Trimethylbenzene (1,3,5-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14260	Vinyl acetate	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14270	Vinyl chloride	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14280	Xylene (m-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14290	Xylene (o-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14300	Xylene (p-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14310	Xylenes (total)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260B	NJ
Certified	Yes	NPW11.14330	Acetone	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14340	Acetonitrile	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14350	Acrolein	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14360	Acrylonitrile	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.14370	Allyl chloride	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14390	Benzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14410	Bromobenzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14420	Bromochloromethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14430	Bromodichloromethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14450	Bromoform	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14460	Bromomethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.14470	Butadiene (2-chloro-1,3-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14500	Butanone (2-) [Methyl ethyl ketone]	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14540	Butylbenzene (n-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14550	Carbon disulfide	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14560	Carbon tetrachloride	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14570	Chlorobenzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14580	Chloroethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14590	Chloroethyl vinyl ether (2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14600	Chloroform	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.14610	Chloromethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14620	Chlorotoluene (2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14630	Chlorotoluene (4-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14650	Cyclohexane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.14660	Cyclohexanone	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14670	Dibromo-3-chloropropane (1,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14680	Dibromochloromethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14690	Dibromoethane (1,2-) (EDB)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14700	Dibromomethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14720	Dichloro-2-butene (trans-1,4-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14730	Dichlorobenzene (1,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14740	Dichlorobenzene (1,3-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14750	Dichlorobenzene (1,4-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14760	Dichlorodifluoromethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14770	Dichloroethane (1,1-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14780	Dichloroethane (1,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14790	Dichloroethene (1,1-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14800	Dichloroethene (cis-1,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14810	Dichloroethene (trans-1,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14820	Dichloropropane (1,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14830	Dichloropropane (1,3-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14840	Dichloropropane (2,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14850	Dichloropropene (1,1-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14860	Dichloropropene (cis-1,3-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14870	Dichloropropene (trans-1,3-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.14880	Diethyl ether (Ethyl ether)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.14900	Dioxane (1,4-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.14920	Ethyl acetate	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Applied	No	NPW11.14930	Ethyl methacrylate	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14940	Ethylbenzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.14950	Ethyl-tert-butyl Ether [ETBE]	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14970	Hexachlorobutadiene (1,3-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.14980	Hexachloroethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15000	Hexanone (2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.15010	Iso-butyl alcohol	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.15020	Isopropanol	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15040	Isopropylbenzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15050	Isopropyltoluene (4-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.15060	Methacrylonitrile	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15070	Methyl acetate	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.15080	Methyl acrylate	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15090	Methyl iodide	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.15100	Methyl methacrylate	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15110	Methyl tert-butyl ether	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15120	Methylcyclohexane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15130	Methylene chloride (Dichloromethane)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15160	Naphthalene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.15170	Nitrobenzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.15180	Nitropropane (2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.15210	Pentachloroethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15230	Pentanone (4-methyl-2-) (MIBK)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.15240	Propionitrile	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15250	Propylbenzene (n-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15260	Sec-butylbenzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15270	Styrene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.15280	tert-Amylmethyl ether [TAME]	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ

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200 RT 130 NORTH  
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Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.15300	Tert-butyl alcohol	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15310	Tert-butylbenzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15320	Tetrachloroethane (1,1,1,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15330	Tetrachloroethane (1,1,2,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15340	Tetrachloroethene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Applied	No	NPW11.15350	Tetrahydrofuran	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15360	Toluene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15380	Trichloro (1,1,2-) trifluoroethane (1,2,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15390	Trichlorobenzene (1,2,3-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15400	Trichlorobenzene (1,2,4-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15410	Trichloroethane (1,1,1-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15420	Trichloroethane (1,1,2-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15430	Trichloroethene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15440	Trichlorofluoromethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15450	Trichloropropane (1,2,3-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15470	Trimethylbenzene (1,2,4-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15480	Trimethylbenzene (1,3,5-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15490	Vinyl acetate	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15500	Vinyl chloride	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15510	Xylene (m-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15520	Xylene (o-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15530	Xylene (p-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15540	Xylenes (total)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260C	NJ
Certified	Yes	NPW11.15580	Acenaphthene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15590	Acenaphthylene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Applied	No	NPW11.15600	Acetophenone	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15670	Aniline	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15680	Anthracene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ

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Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Applied	No	NPW11.15700	Atrazine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Applied	No	NPW11.15720	Benzaldehyde	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15740	Benzidine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15750	Benzo(a)anthracene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15760	Benzo(a)pyrene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15770	Benzo(b)fluoranthene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15780	Benzo(ghi)perylene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15800	Benzo(k)fluoranthene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15810	Benzoic acid	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15830	Benzyl alcohol	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Applied	No	NPW11.15860	Biphenyl (1,1'-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15870	Bis (2-chloroethoxy) methane	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15880	Bis (2-chloroethyl) ether	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15890	Bis(2-chloroisopropyl)ether[2,2'-oxybis(1-chloropropane)]	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15900	Bis (2-ethylhexyl) phthalate	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15910	Bromophenyl-phenyl ether (4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15920	Butylbenzylphthalate	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Applied	No	NPW11.15930	Caprolactam	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15940	Carbazole	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.15980	Chloroaniline (4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16010	Chloronaphthalene (2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16020	Chlorophenol (2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16030	Chlorophenyl-phenyl ether (4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16040	Chrysene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Applied	No	NPW11.16080	Decane (n-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	No	NPW11.16150	Dibenzo(a,h)anthracene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16190	Dibenzofuran	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16200	Dichlorobenzene (1,2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ

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Laboratory Name: EMSL ANALYTICAL INC Laboratory Number: 03036 Activity ID: NLC 170012  
200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.16210	Dichlorobenzene (1,3-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16220	Dichlorobenzene (1,4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16230	Dichlorobenzidine (3,3'-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16240	Dichlorophenol (2,4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Applied	No	NPW11.16250	Dichlorophenol (2,6-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16270	Diethyl phthalate	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16300	Dimethyl phthalate	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16370	Dimethylphenol (2,4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16380	Di-n-butyl phthalate	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16390	Dinitrobenzene (1,3-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16410	Dinitrophenol (2,4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16420	Dinitrophenol (2-methyl-4,6-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16430	Dinitrotoluene (2,4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16440	Dinitrotoluene (2,6-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16450	Di-n-octyl phthalate	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16470	Diphenylamine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16480	Diphenylhydrazine (1,2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16580	Fluoranthene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16590	Fluorene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16620	Hexachlorobenzene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16630	Hexachlorobutadiene (1,3-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16640	Hexachlorocyclopentadiene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16650	Hexachloroethane	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16700	Indeno(1,2,3-cd)pyrene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16720	Isophorone	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16810	Methyl phenol (4-chloro-3-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Applied	No	NPW11.16830	Methylnaphthalene (1-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16840	Methylnaphthalene (2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ

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Laboratory Name: EMSL ANALYTICAL INC Laboratory Number: 03036 Activity ID: NLC 170012  
200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.16850	Methylphenol (2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16860	Methylphenol (3-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16870	Methylphenol (4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16880	Naphthalene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16920	Nitroaniline (2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16930	Nitroaniline (3-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16940	Nitroaniline (4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16950	Nitrobenzene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16970	Nitrophenol (2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16980	Nitrophenol (4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.16990	N-Nitrosodiethylamine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17000	N-Nitrosodimethylamine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17010	N-Nitroso-di-n-butylamine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17020	N-Nitroso-di-n-propylamine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17030	N-Nitrosodiphenylamine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17070	N-Nitrosopyrrolidine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Applied	No	NPW11.17080	Octadecane (n-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17180	Pentachlorobenzene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17220	Phenanthrene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17300	Pyrene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17310	Pyridine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17390	Tetrachlorobenzene (1,2,4,5-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17400	Tetrachlorophenol (2,3,4,6-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Applied	No	NPW11.17410	Toluidine (2-) (2-Methylaniline)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17450	Trichlorobenzene (1,2,4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17460	Trichlorophenol (2,4,6-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17520	Benzo(a)anthracene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17530	Benzo(a)pyrene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270C	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.17540	Benzo(b)fluoranthene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17560	Benzo(k)fluoranthene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17580	Dibenzo(a,h)anthracene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17620	Hexachlorobenzene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17640	Indeno(1,2,3-cd)pyrene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Applied	No	NPW11.17650	Methylnaphthalene (1-)	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17680	N-Nitrosodimethylamine	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17690	Pentachlorophenol	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17720	Pentachlorophenol	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17730	Phenol	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17740	Trichlorophenol (2,4,5-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270C	NJ
Certified	Yes	NPW11.17750	Acenaphthene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.17760	Acenaphthylene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.17770	Acetophenone	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.17780	Acetylaminofluorene (2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.17820	Aminobiphenyl (4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.17840	Aniline	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.17850	Anthracene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.17860	Aramite	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.17870	Alrazine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.17890	Benzaldehyde	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.17910	Benzidine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.17920	Benzo(a)anthracene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.17930	Benzo(a)pyrene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.17940	Benzo(b)fluoranthene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.17950	Benzo(ghi)perylene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.17970	Benzo(k)fluoranthene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.17980	Benzoic acid	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ

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Laboratory Name: EMSL ANALYTICAL INC Laboratory Number: 03036 Activity ID: NLC 170012  
200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11-Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.18000	Benzyl alcohol	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18030	Biphenyl (1,1'-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18040	Bis (2-chloroethoxy) methane	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18050	Bis (2-chloroethyl) ether	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18060	Bis(2-chloroisopropyl)ether(2,2'-oxybis(1-chloropropane)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18070	Bis (2-ethylhexyl) phthalate	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18080	Bromophenyl-phenyl ether (4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18090	Butylbenzylphthalate	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18100	Caprolactam	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18110	Carbazole	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18150	Chloroaniline (4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.18160	Chlorobenzilate	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.18170	Chloronaphthalene (1-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18180	Chloronaphthalene (2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18190	Chlorophenol (2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18200	Chlorophenyl-phenyl ether (4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18210	Chrysene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18250	Decane (n-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.18270	Diallate (cis)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.18280	Diallate (trans)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18320	Dibenzo(a,h)anthracene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18360	Dibenzofuran	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18370	Dichlorobenzene (1,2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18380	Dichlorobenzene (1,3-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18390	Dichlorobenzene (1,4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18400	Dichlorobenzidine (3,3'-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18410	Dichlorophenol (2,4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18420	Dichlorophenol (2,6-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.18440	Diethyl phthalate	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.18450	Dimethoate	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18460	Dimethyl benzidine (3,3-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18470	Dimethyl phthalate	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.18480	Dimethylaminoazobenzene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18530	Dimethylbenz(a)anthracene (7,12-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18540	Dimethylphenol (2,4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18550	Di-n-butyl phthalate	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	No	NPW11.18560	Dinitrobenzene (1,3-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18580	Dinitrophenol (2,4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18590	Dinitrophenol (2-methyl-4,6-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18600	Dinitrotoluene (2,4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18610	Dinitrotoluene (2,6-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18620	Di-n-octyl phthalate	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.18630	Dinoseb	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18634	Dioxane (1,4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18640	Diphenylamine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18650	Diphenylhydrazine (1,2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.18660	Disulfoton	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.18740	Famphur	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18750	Fluoranthene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18760	Fluorene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18790	Hexachlorobenzene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18800	Hexachlorobutadiene (1,3-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18810	Hexachlorocyclopentadiene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18820	Hexachloroethane	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.18830	Hexachlorophene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18840	Hexachloropropene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ

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200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.18870	Indeno(1,2,3-cd)pyrene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18880	Isodrin	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18890	Isophorone	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.18900	Isosafrole (cis-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.18910	Isosafrole (trans-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18920	Kepone	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18940	Methanesulfonate (Ethyl-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18950	Methanesulfonate (Methyl-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.18960	Methapyrene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.18980	Methyl phenol (4-chloro-3-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.18990	Methylcholanthrene (3-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19000	Methylnaphthalene (1-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19010	Methylnaphthalene (2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19020	Methylphenol (2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19030	Methylphenol (3-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19040	Methylphenol (4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19050	Naphthalene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19060	Naphthoquinone (1,4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19070	Naphthylamine (1-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19080	Naphthylamine (2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19090	Nitroaniline (2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19100	Nitroaniline (3-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19110	Nitroaniline (4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19120	Nitrobenzene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19140	Nitrophenol (2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19150	Nitrophenol (4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19160	N-Nitrosodiethylamine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19170	N-Nitrosodimethylamine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ

New Jersey Department of Environment Protection  
Environmental Laboratory Certification Program



Annual Certified Parameter List and Current Status

Effective as of 1/02/2018 until 6/30/2018

Laboratory Name: EMSL ANALYTICAL INC Laboratory Number: 03036 Activity ID: NLC 170012  
200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.19180	N-Nitroso-di-n-butylamine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19190	N-Nitroso-di-n-propylamine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19200	N-Nitrosodiphenylamine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19210	N-Nitrosomethylethylamine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19220	N-Nitrosomorpholine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19230	N-Nitrosopiperidine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19240	N-Nitrosopyrrolidine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19250	Octadecane (n-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19260	Parathion	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19270	Parathion methyl	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19350	Pentachlorobenzene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19360	Pentachloroethane	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19370	Pentachloronitrobenzene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19380	Pentachlorophenol	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19390	Phenacetin	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19400	Phenanthrene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19410	Phenol	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19420	Phenylenediamine (1,4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19430	Phenylethylamine (alpha, alpha-Dimethyl)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19440	Phorate	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19450	Phosphorothioate (O,O,O-triethyl)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19460	Phosphorothioate (diethyl-O-2-pyrazinyl) [Thionazin]	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19470	Picoline (2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19480	Pronamide	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19490	Pyrene	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19500	Pyridine	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19520	Quinoline -1-Oxide (4-Nitro)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ

New Jersey Department of Environment Protection  
Environmental Laboratory Certification Program



Annual Certified Parameter List and Current Status

Effective as of 1/02/2018 until 6/30/2018

Laboratory Name: EMSL ANALYTICAL INC Laboratory Number: 03036 Activity ID: NLC 170012  
200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Applied	No	NPW11.19530	Safrole	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19540	Sulfotepp	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19580	Tetrachlorobenzene (1,2,4,5-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19590	Tetrachlorophenol (2,3,4,6-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19600	Toluidine (2-) (2-Methylaniline)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19620	Toluidine (5-nitro-2-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19640	Trichlorobenzene (1,2,4-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19650	Trichlorophenol (2,4,5-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19660	Trichlorophenol (2,4,6-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19680	Trinitrobenzene (1,3,5-)	GC/MS, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19690	Acenaphthene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19700	Acenaphthylene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19710	Anthracene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19720	Benzo(a)anthracene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19730	Benzo(a)pyrene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19740	Benzo(b)fluoranthene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19750	Benzo(ghi)perylene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19760	Benzo(k)fluoranthene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19770	Chrysene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19780	Dibenz(a,h)anthracene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19784	Dibenzofuran	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19786	Dimethylbenz(a)anthracene (7,12-)	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19790	Dinitrophenol (2-methyl-4,6-)	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19794	Dioxane (1,4-)	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19800	Fluoranthene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19810	Fluorene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19820	Hexachlorobenzene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19830	Hexachlorobutadiene (1,3-)	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ

New Jersey Department of Environment Protection  
Environmental Laboratory Certification Program



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Laboratory Name: EMSL ANALYTICAL INC Laboratory Number: 03036 Activity ID: NLC 170012  
200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW11—Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	NPW11.19840	Indeno(1,2,3-cd)pyrene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Applied	No	NPW11.19848	Methylcholanthrene (3-)	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19850	Methylnaphthalene (1-)	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19860	Methylnaphthalene (2-)	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19870	Naphthalene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19880	N-Nitrosodimethylamine	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19890	Pentachlorophenol	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19900	Phenanthrene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.19910	Pyrene	GC/MS/SIM, Extract or Dir Inj, Capillary	SW-846 8270D	NJ
Certified	Yes	NPW11.21600	Dichlorodifluoromethane	GC/MS, P & T, Capillary Column	User Defined EPA 624	NJ
Certified	Yes	NPW11.21850	Naphthalene	GC/MS, P & T, Capillary Column	User Defined EPA 624	NJ
Certified	Yes	NPW11.21980	Trichlorobenzene (1,2,4-)	GC/MS, P & T, Capillary Column	User Defined EPA 624	NJ

Category: NPW13—Radiochem. - Radioactivity/Radionuclides

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Applied	No	NPW13.00040	Cesium 134/137	Gamma Spectrometry	EPA 901.1	NJ
Applied	No	NPW13.00100	Cobalt 60	Gamma Spectrometry	EPA 901.1	NJ
Applied	No	NPW13.00140	Gross - alpha	Proportional or Scintillation	EPA 900.0	NJ
Applied	No	NPW13.00210	Gross - beta	Proportional Counter	EPA 900.0	NJ
Applied	No	NPW13.00250	Photon Emitters	Gamma Spectrometry	EPA 901.1	NJ
Applied	No	NPW13.00290	Plutonium	Radiochemical / Alpha Counting	EPA 907.0	NJ
Applied	No	NPW13.00310	Radium - 226	Proportional	EPA 903.0	NJ
Applied	No	NPW13.00460	Radium - total	Precipitation	EPA 903.0	NJ
Applied	No	NPW13.00530	Strontium - 90	Precipitation / Beta Counting	EPA 905.0	NJ
Applied	No	NPW13.00570	Tritium	Distillation/Liquid Scintillation	EPA 906.0	NJ
Applied	No	NPW13.00610	Uranium	Isotopic Analysis / Alpha Spectrometry	ASTM D3972	NJ

New Jersey Department of Environment Protection  
Environmental Laboratory Certification Program



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Laboratory Name: EMSL ANALYTICAL INC Laboratory Number: 03036 Activity ID: NLC 170012  
200 RT 130 NORTH  
CINNAMINSON NJ 08077

Category: NPW13--Radiochem. - Radioactivity/Radionuclides

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Applied	No	NPW13.00650	Uranium	Laser Phosphorimetry	ASTM D5174	NJ
Applied	No	NPW13.00680	Zinc 65	Gamma Spectrometry	EPA 901.1	NJ

Category: NPW14--Radon in Non-Potable Water

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Applied	No	NPW14.00001	Radon	Liquid Scintillation	EPA 600/2-87/082	NJ

Category: SCM02--Characteristics of Hazardous Waste

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	SCM02.00130	Free liquid	Flow-Through Paint Filter, Observation	SW-846 9095	NJ
Certified	Yes	SCM02.00140	Free liquid	Flow-Through Paint Filter, Observation	SW-846 9095B	NJ
Certified	Yes	SCM02.00170	Ignitability	Pensky Martens	SW-846 1010	NJ
Certified	Yes	SCM02.00180	Ignitability	Pensky Martens	SW-846 1010A	NJ
Applied	No	SCM02.00230	Ignitability of solids	Burn Rate	SW-846 1030	NJ
Certified	Yes	SCM02.00240	pH	Wide Range pH Paper	SW-846 9041A	NJ
Certified	Yes	SCM02.00260	pH - soil and waste	Mix with Water or Calcium Chlorides	SW-846 9045C	NJ
Certified	Yes	SCM02.00270	pH - soil and waste	Mix with Water or Calcium Chlorides	SW-846 9045D	NJ

Category: SCM03--Inorganic Parameters and Preparation

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
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**SECTION 0600 - PRICE SHEET  
 INVITATION FOR BIDS: IFB 2200 KDS  
 ENVIRONMENTAL LABORATORY SERVICES FOR MICROBIOLOGICAL ANALYSES**

AWU-109

**SECTION 1 - Special Instructions: Offerors must use this Bid Sheet to submit pricing.** The City reserves the right to make multiple awards based on individual or groups of specific line items, cost, or any criteria or any combination deemed most advantageous to the City. The Vendor may choose to submit pricing for all items listed on the quote sheet or only specific items on the quote sheet in consideration of this solicitation.

Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the quote and may result in disqualification of the quote. Prices being submitted shall include ALL discounts, handling and shipping charges, FOB Destination.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

ITEM NO	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Giardia & Cryptosporidium Tests	24	EA	\$ 345.00	\$ 8,280.00
2	Additional sample due to unusual sample condition	1	EA	\$ 50.00	\$ 50.00
3	Additional filter processing to lower detection limit due to unusual sample condition	1	EA	\$ 50.00	\$ 50.00
4	Emergency testing	1	EA	\$ 319.00	\$ 319.00
<b>ANNUAL TOTAL</b>					<b>\$ 8,699.00</b>
<b>5-YEAR TERM TOTAL</b>					<b>\$ 43,495.00</b>

SECTION 0600 - PRICE SHEET  
 INVITATION FOR BIDS: IFB 2200 KDS  
 ENVIRONMENTAL LABORATORY SERVICES FOR MICROBIOLOGICAL ANALYSES

**SECTION 2 - Additional Products or Catalog Items (FOR INFORMATIONAL PURPOSE - PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).**  
 Please provide any other products or catalog items you will provide the City and the prices you would charge. This information will not be used in the evaluation of the quote. There is no guarantee of purchase.

Please list any additional catalog/price list your Company offers and the associated discount off of Manufacturer's Suggested Retail Price (MSRP) for the catalog/price list. A quote of zero ('0') will be interpreted by the City that the additional products or catalog items will be sold at the Manufacturer's Suggested Retail Price. A 'no quote' or blank entry will be interpreted by the City that your Company does not wish to provide additional catalog items.

ITEM NO.	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE* LATEST EFFECTIVE DATE OF PRICE LIST	UNIT OF MEASURE
7	Percentage discount off catalogue/price list of other items. Indicate the discount from Manufacturer's Suggested Retail Price (MSRP).		N/A % Discount
8	Percentage discount off catalogue/price list of other items. Indicate the discount from Manufacturer's Suggested Retail Price (MSRP).		N/A % Discount

**DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED**

**Delivery Method:**

New Jersey Department of Environment Protection  
Environmental Laboratory Certification Program



Annual Certified Parameter List and Current Status

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Laboratory Name: EMSL ANALYTICAL INC Laboratory Number: 03036 Activity ID: NLC 170012  
200 RT 130 NORTH  
CINNAMINSON NJ 08077  
Category: AE06 -Air - Lab Developed/Non-Std Methods

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	AE06.00400	Chromium (VI)	IC/PCR	User Defined ID 215	NJ

Category: AE08 -Radon In Air

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	AE08.00030	Radon/radon progeny-in-air	Charcoal-Liquid-Scintillation	EPA 402-R-92-004 July 92	NJ

Category: DW01 -Microbiology

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	DW01.00070	Heterotrophic bacteria	Pour Plate	SM 9215 B	NJ
Certified	Yes	DW01.00100	Total coliform / E. coli	ONPG-MUG (Autoanalysis Colilert System) (P-A)	SM 9223 B	NJ
Certified	Yes	DW01.00110	Total coliform / E. coli	ONPG-MUG (Colilert/Colilert-18), Enumeration	SM 9223 B, Multi-well Procedure	NJ

Category: DW02 -Parasitology and Molecular Microbiology

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	DW02.00020	Cryptosporidium	Filtration/MS/FA	EPA 1623.1	NJ
Certified	Yes	DW02.00040	Giardia Cysts	Filtration/MS/FA	EPA 1623.1	NJ

Category: DW03 -Inorganic Parameters

SECTION 06 PRICE SHEET  
 INVITATION FOR BIDS: IFB 2200 KDS  
 ENVIRONMENTAL LABORATORY SERVICES FOR MICROBIOLOGICAL ANALYSES

AWU-109

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<b>ANNUAL TOTAL</b>					<b>\$ 8,699.00</b>
<b>5-YEAR TERM TOTAL</b>					<b>\$ 43,495.00</b>

**SECTION 0600 - PRICE SHEET**  
**INVITATION FOR BIDS: IFB 2200 KDS**  
**ENVIRONMENTAL LABORATORY SERVICES FOR MICROBIOLOGICAL ANALYSES**

**SECTION 2 - Additional Products or Catalog Items (FOR INFORMATIONAL PURPOSE - PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).**  
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ITEM NO.	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE* LATEST EFFECTIVE DATE OF PRICE LIST	UNIT OF MEASURE
7	Percentage discount off catalogue/price list of other items. Indicate the discount from Manufacturer's Suggested Retail Price (MSRP).		N/A % Discount
8	Percentage discount off catalogue/price list of other items. Indicate the discount from Manufacturer's Suggested Retail Price (MSRP).		N/A % Discount

**DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED**

**Delivery Method:**

**GOAL DETERMINATION REQUEST FORM**

<b>Buyer Name/Phone</b>	Kim Scannell/42261	<b>PM Name/Phone</b>	Lydia Torres/972-0239
<b>Sponsor/User Dept.</b>	Austin Water	<b>Sponsor Name/Phone</b>	
<b>Solicitation No</b>	IFB 2200 KDS0117	<b>Project Name</b>	Environmental Laboratory Services for Microbiological Analyses
<b>Contract Amount</b>	\$50,000	<b>Ad Date (if applicable)</b>	3/26/2018

**Procurement Type**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> AD – CSP                            | <input type="checkbox"/> AD – CM@R             | <input type="checkbox"/> AD – Design Build     |
| <input type="checkbox"/> AD – Design Build Op Maint          | <input type="checkbox"/> AD – JOC              | <input type="checkbox"/> IFB – Construction    |
| <input type="checkbox"/> IFB – IDIQ                          | <input type="checkbox"/> PS – Project Specific | <input type="checkbox"/> PS – Rotation List    |
| <input checked="" type="checkbox"/> Nonprofessional Services | <input type="checkbox"/> Commodities/Goods     | <input type="checkbox"/> Cooperative Agreement |
| <input type="checkbox"/> Critical Business Need              | <input type="checkbox"/> Interlocal Agreement  | <input type="checkbox"/> Ratification          |
| <input type="checkbox"/> Sole Source*                        |  |  |

**Provide Project Description\*\***

environmental testing services for microbiological analyses of the source and/or finished waters from the City's drinking water.

**Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.**

NA140000115 - no goals. No subcontractors utilized.

**List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)**

9268590 Lab Analysis Service, Water Samples

Kim Scannell

2/27/2018

**Buyer Confirmation**

**Date**

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

**FOR SMBR USE ONLY**

<b>Date Received</b>	02/27/2018	<b>Date Assigned to BDC</b>	2/27/2018
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**In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:**

<input type="checkbox"/> Goals	% MBE	% WBE
<input type="checkbox"/> Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE

## GOAL DETERMINATION REQUEST FORM

<input type="checkbox"/> Exempt from MBE/WBE Procurement Program	<input checked="" type="checkbox"/> No Goals
--	--

**GOAL DETERMINATION REQUEST FORM**

**This determination is based upon the following:**

- |  |   |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs       | <input type="checkbox"/> No availability of M/WBEs                  |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs         | <input type="checkbox"/> Sufficient subcontracting opportunities    |
| <input type="checkbox"/> Sole Source                               | <input type="checkbox"/> Other                                      |

*If Other was selected, provide reasoning:*

**MBE/WBE/DBE Availability**

There are 13 firms certified in this scope.

**Subcontracting Opportunities Identified**

No subcontracting opportunities identified.

Rachelle Delouis

**SMBR Staff**

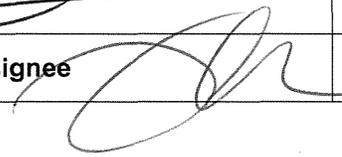
**Signature/ Date**



2/28/18

**SMBR Director or Designee**

**Date**



2/28/18

**Returned to/ Date:**